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The Caddo Indian Treaty. (To accompany joint resolution no. 18.)

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THE CADDO INDIAN TREATY.

[To accompany joint resolution No. 18.]

AUGUST 20, 1842.

Mr. JAMES COOPER, from the Committee on Indian Affairs, made the following

REPORT:

The Committee on Indian Affairs, to whom was referred the memorial of Samuel Norriss, together with the papers, documents, and testimony relative to the fraud alleged to have been committed by the commissioner who negotiated the treaty with the Caddo Indians, on the 1st day of July, 1835, report:

On the 6th day of February, 1840, the following memorial, with the accompanying affidavits, was referred, part to the Committee on Private Land Claims and part to the Committee on Indian Affairs, to wit:

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

Your memorialist, a citizen of the parish of Caddo, in the State of Louisiana,
RESPECTFULLY REPRESENTS:

That he is the claimant, occupant, and proprietor of a certain section of land situate on Rush island, on the southwest bank of Red river, and within the limits of the late neutral territory; that he occupied and cultivated, in good faith, a considerable portion of the said land on and prior to the twenty-second day of February, one thousand eight hundred and nineteen, and made due proof of such occupancy and cultivation before the board of commissioners, organized under what is commonly called the Rio Hondo act of Congress; that, notwithstanding the said occupancy and proof, the said claim, together with several others, was suspended by reason of the false, envious, and illegal interference and representations of George Grey, the then agent of the Caddo Indians; that afterward (to wit, in the autumn of 1835) one Jehiel Brooks, agent of the Caddo Indians, negotiated a treaty with the said Indians, to which he made an appendage, whereby he caused a reservation of three leagues of land to be made to certain free negroes called Touline alias Grappe, and also a reservation of one league more to the legitimate heirs of François Grappe, deceased, and then purchased the said four leagues of land for six thousand dollars, as will appear by reference to the annexed copies of sale.

Samuel Norriss, your memorialist, further alleges that, in the ratification of the said appendage to the Caddo treaty, manifest injustice has been done to him as well as to a number of his neighbors, to wit, Mr. Lefroy Dupree, assignee of Leonard Dyson, who lives below and adjoining your memorialist, and the assignee of François Poinet alias Porier, whose claim joins the upper line of your memorialist's land, and others; that said Jehiel

Brooks kept the said reservation secret and concealed from all the persons residing on or interested in the said island, and from the public, and also managed to keep the said reserve secret and hidden from our members of the House of Representatives in Congress. Your petitioner further represents, that the said negroes had no shadow of claim upon the justice or generosity of said Indians for the said reserve, and that the whole affair of said reserve was a base finesse of said Brooks to obtain said land for himself, which he has done ; that in this hidden and unprincipled manner the said Brooks has been allowed to speculate and to enrich himself at the expense of your memorialist, his neighbors, and the Federal Government, and the said Brooks is now endeavoring to evict your petitioner and his neighbors from their lands, homes, and firesides ; and by reason of the secret machinations of said Brooks, your petitioner knew nothing of said reserve until it appeared in the public prints, for, had he known it, he would have entered his protest in due time before the ratification. Your memorialist further alleges that the said Indians never claimed the said island, but claimed the Bayou Pierre chute of Red river as their east line. Your petitioner feels it a duty which he owes to himself and to the Federal Government to expose the fraud of said Brooks in thus illegally obtaining the said reserve of four leagues, which covers his land ; wherefore your memorialist prays that your honorable body would thoroughly investigate this subject, would send for persons and papers, and would revoke and annul the said reserve, (without prejudice to the said treaty,) and grant our right to said section of land.

And, as in duty bound, will ever, &c.

SAMUEL NORRIS.

Attest :

ROBERT V. MARYE.

STATE OF LOUISIANA, *Parish of Caddo :*

Personally appeared before me, the undersigned authority, Mr. Samuel Norriss, the above memorialist, who, being first duly sworn, deposes and says that all the material facts and allegations set forth in his foregoing petition or memorial are just and true, and that this affidavit is solely made to protect his just rights and those of the Federal Government.

SAMUEL NORRIS.

Sworn and subscribed to before me this 29th November, 1839.

ROBERT V. MARYE,

Justice of the Peace of State and parish above written.

STATE OF LOUISIANA, *Parish of Caddo :*

Personally appeared before me, the undersigned authority, Mr. Joseph Valentin, a Creole, and Thomas Wallace, sen., of said parish, who, being duly sworn, depose and say that all the facts set forth in the foregoing petition and affidavit of Samuel Norriss are just and true, and that said Samuel is the father of a large family ; that this affidavit is solely made to protect the just rights of said Norriss and the Federal Government ; and that this affiant (Joseph Valentin) has no interest in said land or on said island : that he, this deponent, is fifty years of age, and the father of a family. And further he says not.

JOSEPH VALENTIN, his + mark.

THOMAS WALLACE, sen., his + mark.

Sworn and subscribed to before me, with their ordinary marks, this 30th November, 1839.

ROBERT V. MARYE, *Justice of the Peace,*
Parish of Caddo, State of Louisiana.

I, the undersigned authority, do hereby certify that I am personally acquainted with Messrs. Joseph Valentin, Samuel Norriss, and Thomas Wallace, whose names appear as witnesses to the above instrument, and that they are esteemed worthy and honest citizens, and incapable of taking an oath falsely.

ROBERT V. MARYE, *J. P.*

NOVEMBER 30, 1839.

STATE OF LOUISIANA, *Parish of Caddo :*

I hereby certify that R. V. Marye, whose name is signed to the above instrument, is an acting justice of the peace of the parish of Caddo, State of Louisiana, and that his official acts are entitled to full faith and credit.

Given under my hand and seal of office, at Shreveport, on the 2d [L. s.] of December, 1839.

W. JENKINS, *Parish Judge.*

On the 15th day of December, 1841, a large amount of testimony, which had been taken on commissions issued under the authority of the House, was referred the Committee on Indian Affairs, in pursuance of which an investigation of the facts alleged in the memorial was undertaken. This investigation has been a most extensive and laborious one, as well in consequence of the great mass of testimony, relevant and irrelevant, which the parties have produced before the committee, as of the intrinsic difficulties of the questions involved. These difficulties will become apparent as the facts are developed.

By reference to the memorial it will be seen that it contains a complaint of fraud against the commissioner who negotiated the treaty with the Caddo Indians on the 1st day of July, 1835.

By an article supplementary to this treaty, four leagues of land, situated on Rush island, in Red river, were reserved to certain persons by the name of Grappe. At the time of the treaty this land was occupied by the memorialist (Samuel Norriss) and other persons. Shortly after the treaty the whole of the reservation made in favor of the Grappes, was purchased from them by Jehiel Brooks, the commissioner who negotiated the treaty. This reservation, it is alleged by the memorialist, was a fraud upon the United States and on those who occupied the land at the time of the treaty; that Rush island, on which the reservation in favor of the Grappes was located by the treaty, was not within the limits of the country claimed by the Caddoes; and that, in fact, no land had ever been conveyed or granted in any manner by the Caddoes to the said Grappes; and that the reservation of the four leagues of land was fraudulently introduced into the treaty without the knowledge or consent of the Indians. Two questions of fact are thus presented:

1st. Was Rush island, on which the reservation is located, within the limits of the country claimed by the Caddoes at the time of the treaty?

2d. Had any land ever been conveyed or granted by the Caddoes to the Grappes previous to the treaty, or any reservation made to them by the treaty, with the consent or knowledge of the Indians?

We shall examine these questions in their order. In relation to the first, a great mass of evidence has been presented. This evidence consists of public records, maps, the testimony of witnesses long residents of the country, declarations of various chiefs and head men of the Caddo nation, and a variety of circumstances supposed to be more or less conclusive of the question.

By the treaty, as ratified by the Senate, Rush island is included within boundaries which it prescribes; but it is alleged that the boundaries assigned in the treaty are false, and include a portion of territory which did not belong to, and which was not claimed by the Indians either at the time of the treaty, or at any former period. At the time of the treaty, and for a number of years previous to it, the memorialist (Samuel Norriss) and other persons lived upon the island, and claimed the land which they occupied, under the act of Congress, (commonly called the Rio Hondo act,) approved March 3, 1823, and the supplement to the said act, approved May 26, 1824.

The right of the memorialist and others to the land in question is founded on such occupation and cultivation, prior to the twenty-second day of February, one thousand eight hundred and nineteen, as would have secured their titles to the same under the Spanish Government of Texas, if it had continued to exercise the sovereign power over that tract of country. This statement is made to show the interest claimed by the memorialist in the land reserved to the Grappes, and subsequently purchased of them by Colonel Brooks, the commissioner, who negotiated the treaty.

From the evidence, it appears that Rush island is formed by a branch of Red river, diverging from the main channel on the western side, three or four miles below Shreveport, and emptying into it again a few miles above Natchitoches. This branch is known, at present, by the name of bayou Pierre, or Bayou Pierre river; and was formerly known by the inhabitants of the country by the name of *rivière des Prelles*. The question is, was the main channel of Red river, or Bayou Pierre river, the eastern boundary of the country occupied and claimed by the Caddoes at the time of the treaty? If the main channel of Red river was the boundary, Rush island belonged to the Caddoes; if the bayou Pierre, or western branch of Red river, was the boundary, Rush island did not belong to them, and the reservation in favor of the Grappes, contained in the treaty, was located on lands belonging to the United States, part of which were claimed and in possession of the memorialist and other persons.

The testimony, in the judgment of the committee, is conclusive on this point, and leaves no room for doubt that the western waters of Red river, namely, the bayou Pierre, constituted the eastern boundary of the lands claimed by the Caddoes at the time of the treaty. On this point a great number of witnesses have testified.

Lewis Naville Rembin swears that he understands the Caddo language, and was present at the treaty, and heard the chiefs say, in a conversation with Mr. Brooks, the commissioner, that they sold the hill lands, extending from the first running red water, outward, without defining the quantity: that, previous to the treaty, he knew the bayou Pierre by the name of Rush river; that it runs from Red river, and was formerly known amongst the creoles as the *rivière des Prelles*; that from this river the chiefs motioned with their hands west, saying at the same time that they sold from that river in that direction. He also states, that the bayou Pierre leaves the Red river, on the west side, about four miles below Shreveport,

and falls into it again a few miles above Natchitoches. (See deposition, page 21.)

Charles Rembin states that the treaty was made on the west bank of the Bayou Pierre river; that he heard Mr. Brooks ask the Indians if they would sell their lands; they answered that they would; and there-upon Mr. Brooks and the chiefs arose and shook hands, the latter declaring their willingness to sell the land their fathers and grandfathers gave them, showing, with their hands, that their lands extended from the red water, and that they did not claim beyond the Bayou Pierre river, or rivière des Prelles, which is the same stream. (See deposition, page 23.)

Thomas Wallace testifies to the same effect. He states that he has lived in the neighborhood of Rush island about forty years, and that, at one time, a man by the name of John Latham, settled on the hills on the west side of the rivière des Prelles, and that he was the first white settler on the Indian lands; that Latham, shortly after the time of his settlement, met with Sawbe, the head chief of the Caddoes, at Wallace's house; the chief asked Wallace who Latham was, and whether he was a good man, stating that if he was a good man, and wished to settle on the Indian lands, he had no objection; but that, if he wished to be off the Indian lands, he should go to the east side of the rivière des Prelles, where the Indians had no claim. (See deposition, page 24.)

Joseph Valentin, swears he has always understood, from the Indians themselves, that the rivière des Prelles, now called the bayou Pierre, was the eastern boundary of the Caddo lands; that they told him they were very much surprised, after the treaty, when they were informed by Mr. Brooks that they owned land on the island. He states that he was well acquainted with the Indians; that they never lived on the island, or even hunted upon it; that he was once in company with several Indians of the Caddo tribe, when they went to the island to purchase corn of Samuel Norriss. He also states that the Indians told him, after the treaty, they had made no reservations on the island. Witness states that he understands the Caddo language well, and that he is a distant cousin of the Grappes, in whose favor the reservation in the treaty was made. (See deposition, page 27.)

Sylvestre Poissoit testifies that the Indians told him that the country sold by them to Mr. Brooks was bounded by the line made by General Teran, and lay from where that line struck the "first red water" to Cyprus bayou, and thence west, motioning with their hands in that direction. This witness further states that he lived with the Indians fourteen years, understands their language well, never heard them claim Rush island or knew them to hunt on it. (See deposition, page 29.)

Cesair Laffitte testifies that he is now fifty-five years of age; that he was raised in the Bayou Pierre settlement, and has lived in Natchitoches all his life; has always known the Indian country as including the high and from the first red water northwestwardly; that the bayou Pierre, or rivière des Prelles, is the first running red water on the east of the lands occupied by the Indians; that he has never understood from the Indians that they claimed Rush island; that, on the contrary, they told him, at a meeting which they held at Colonel Smyth's, after the treaty became known, as well as before it was made, that they owned no land on the island. They also stated, at the last-mentioned place, that they never had made any reservation in favor of the Grappes. (See deposition, page 30.)

John J. Le Barb testifies that the bayou Pierre, or rivière des Prelles, was the eastern boundary of the Caddo lands, and that they never owned or claimed Rush island; knows that Norriss and others had improvements on Rush island at the time of the treaty, and that this fact was within the knowledge of Colonel Brooks; that he was at the treaty and heard there that a reservation was made to old Mr. Edwards, but heard of no reservation in favor of the Grappes. (See deposition, page 31.)

Pierre Rublo testifies that he is seventy-five years old; is a native of the parish of Natchitoches, and has known the Bayou Pierre settlement fifty-eight years, and remembers the change of Government in 1803. He states that the Caddoes came to that country from Pecan point, three or four years prior to the change of Government, (the purchase of the country from France;) that they have always occupied the high lands; has never seen them on the island; has heard them say their lands extended from Cypress bayou along the hills upwards, and has never known them to claim Rush island. (See deposition, page 33.)

There are various other depositions to the same effect, but it would be useless to occupy time by giving to each a separate examination. The testimony of these witnesses is almost entirely uncontradicted, except the testimony of Jacob Irwin should be supposed to contain a contradiction. He testifies that he was employed as a gunsmith to the Caddo Indians, in 1816, and resided at the agency up to the time of the treaty, in 1835; that "he always understood, and that it was understood at the agency, that Norriss and the Pories lived on the Indian lands. (See deposition, page 25.)

This discrepancy between the testimony of Irwin and the testimony of the other witnesses, who have been examined on the subject of the boundaries of the Indian territory, is perhaps reconcilable; at least, it contains no positive contradiction of the testimony of the others, which is founded on any fact within his own knowledge. He says that "he always understood that Norriss and the Pories lived on the Indian lands; "but from whom he was given to understand this fact he does not state; and in a subsequent part of his deposition, after detailing the other boundaries of the Caddo lands, as established at a treaty which he says was made between Captain George Grey and the Indians, he declares, expressly, that "the east boundary he knows nothing about;" that, nothing was said in relation to the eastern boundary, because every one knew the Red river to be the eastern boundary." That a portion of the waters of Red river was the eastern boundary of the Caddo lands, there can be no doubt; and it is very probable that in loose conversations on the subject, when accuracy was not very material or not much regarded, the bayou Pierre may have been spoken of as Red river, being red water and a large stream, navigable for steamboats at the time of the treaty, as is proved by this witness. (See deposition, page 27.)

That this is the proper interpretation of the testimony of the witness is rendered nearly certain by reference to the memorial of the Caddo chiefs, dated September 19, 1837, and addressed to the Senate of the United States. (See memorial, page 103.) It will be also seen, by reference to Irwin's deposition, that he states, in one part of it; that Rush island was not claimed by the Caddoes. But if the testimony of Jacob Irwin be regarded as irreconcilable with the testimony of the other witnesses, it must be considered as wholly worthless, or at best as founded on a mistaken understanding of facts; for it is hardly within the bounds of possibility, that his random

understanding should be correct, against the positive testimony of so many witnesses, swearing to facts within their own knowledge, and corroborated, as will be presently shown, by numerous independent facts and circumstances.

The testimony of Mr. Henry Queen, the brother-in-law of Col. Brooks, is also in conflict with some of the facts stated by other witnesses. It is enough, however, to say that, in regard to the material facts, he could have known nothing. Besides this, his testimony is *ex parte*, and, on comparison with his deposition formerly taken, will be found to be greatly extended. It will also be regarded as somewhat strange that his recollection of occurrences grows more accurate and particular as the period to which they refer becomes more remote. (See several depositions, pages 84 to 91.)

The next evidence on the subject of the boundary of the Caddo lands will be found in a memorial of the chiefs, head men, and warriors of the Caddo nation, dated September 19, 1837, and addressed to the Senate of the United States.

They state, in the memorial, "that they have this day (September 19, 1837) heard the treaty" made with Col. Brooks "read and interpreted to them by a white man who understands and speaks their language well," and "that they discover that the boundaries and limits of the treaty are not such as they understood at the time of the treaty; that they include land which they never claimed, and never sold." They further state that the lands sold by them were "bounded on the west by the north and south line which separates the United States from Mexico," running "between the Sabine and Red rivers, wheresoever the same shall be defined to be by the two Governments; on the north and east by the Red river, from the point where the aforesaid north and south boundary line shall intersect said Red river, following the western waters of said Red river down to where the bayou Cypress empties into the said river; thence up the bayou Cypress, following the meanders of the stream, to the western boundary line." They further state that the "Indians never claimed any of the low lands between the bayou Pierre (the western channel of Red river) and the main Red river, which is the eastern channel; that they know the land between the bayou Pierre and the main channel of Red river has for a long time been exclusively settled and claimed by the white people;" (See memorial and accompanying certificate, page 103. See, also, certificate of the Hon. John Moore as to the character of the persons whose names are annexed.)

If this memorial contains a true statement of facts, it is conclusive of the question of boundary, leaving no doubt whatever that the western waters of Red river formed the eastern boundary of the Caddo lands; and that Rush island was not a part of them, but belonged to the United States.

But this is not the first time this question has been investigated. It has been several times incidentally decided by officers of the United States, by committees of Congress, and by Congress itself.

By provisions of the acts of Congress of the third March, eighteen hundred and twenty-three, and twenty-sixth May, eighteen hundred and twenty-four, the register and receiver of the southwestern district of Louisiana was directed to receive and record all written evidences of claim to land—to all that tract of country situated between the Rio Hondo and Sabine rivers—which had been derived from or issued by the Spanish Government of Texas, prior to the twentieth of December, eighteen hundred and three, according to the regulations, as to the granting of lands, under the laws

and ordinances of that Government; also, to receive and record all evidences of claim founded on occupation, habitation, and cultivation, prior to and on the twenty-second day of February, eighteen hundred and nineteen. By the second section of the act of third March, eighteen hundred and twenty-three, the register and receiver was directed to transmit to the Secretary of the Treasury a complete record of all the claims presented, together with the evidence appertaining to each claim. These claims were to be presented in four distinct classes: *first*, those founded on complete titles; *second*, those founded on written evidence; *third*, those founded on occupation, habitation, or cultivation, previously to the twenty-second February, eighteen hundred and nineteen; *fourth*, those which, in the opinion of the register and receiver, ought not to be confirmed. In conformity with the provisions of the acts of Congress, just referred to, the register and receiver of the south western district of Louisiana, on the first day of November, eighteen hundred and twenty-four, reported sundry claims of the *first*, *second*, and *third* classes, to the Secretary of the Treasury, for confirmation. Amongst those of the third class were the claims of Samuel Norriss, the memorialist, numbers 10 and 13; of Leonard Dyson, numbers 14 and 18; Baptiste Poirer, brothers and sisters, number 19; Baptiste Poirer, sen., number 20; Cæsar Wallace, number 34. These claims were situated on Rush island; but it appears, from their having been reported for confirmation by the register and receiver, that he did not consider them within the limits of the Caddo lands; for if he had done so, they would not have been reported.

In 1828, the Committee on Private Land Claims reported a bill confirming many claims specified in the report of the register and receiver, and amongst others the claims above named; but, on the passage of the bill, these claims were excepted from confirmation until it should be "ascertained whether they are situated within the limits of the lands claimed by the Caddo Indians." At the 2d session of the 24th Congress the claim of Samuel Norriss was again presented and referred to the Committee on Private Land Claims. On the 30th of December, 1836, Mr. Huntsman, from said committee, made a report, accompanied by a bill for the confirmation of Norriss's claim. (See Reports of Committees, 2d sess. 24th Congress, vol. 1, No. 50.) This subject did not receive the final action of Congress at that session.

At the 2d session of the 25th Congress this claim, along with several others, was presented in the Senate, and referred to the Committee on Private Land Claims; and on the 22d May, 1838, Mr. Mouton, from that committee, made a report in favor of the confirmation of these claims, and introduced a bill to that effect. (See Senate Doc. 2d sess. 25th Congress, No. 450; also, page 78 of this report.)

At the 1st session of the 26th Congress this claim was again brought forward, and referred to the Committee on Private Land Claims of the House of Representatives; and on the 4th of April, 1840, Mr. Dellet, from that committee, made a report, embodying in it the report of Mr. Huntsman, herein referred to, and also a report from the Committee on Public Lands, made by Mr. Johnson, of Louisiana, but which appears never to have received any action from the House. Accompanying the report of Mr. Dellet was a bill for the confirmation of the claim of Samuel Norriss. (See report, page 69.) This bill was not acted on at that session; nor did the claim which it proposed to confirm receive final action from Congress until the

present session, when a bill was passed for its confirmation, along with numerous other claims. (See act of Congress, approved 6th July, 1842, for the confirmation of certain land claims in the State of Louisiana.)

Thus it appears that the register and receiver of the southwestern district of Louisiana, to whom this claim was first referred, as well as the several committees of Congress, to whom its examination has been committed, have all reported in favor of its confirmation; and it is to be borne in mind that its confirmation depended on its being *without* the limits of the territory "claimed by the Caddo Indians." (See act of Congress 24th May, 1828, 8th volume, page 109.)

The evidence furnished by the action of Congress on this subject taken in connexion with the testimony of the witnesses already referred to is pretty conclusive that Rush island was not within the limits of the Caddo territory. But there is other proof not less conclusive.

In 1836, a map of this section of the country was made by Captain Shreve, and is published along with the laws, instructions, and opinions respecting the sale and disposition of the public lands. (See part 2d of said work, page 970.) By an examination of this map it will appear that the western waters of Red river are regarded as the eastern boundary of the Caddo lands. (See map, page 111.) The opportunities of Captain Shreve to understand the subject were ample. He resided for a considerable period in the vicinity of the Indians, superintending the removal of the Red river raft, where he could scarcely fail to have become acquainted with the boundaries of their lands. His map, therefore, is entitled to considerable weight in the determination of the question relating to the disputed boundary.

But the proof upon this point is fortified by circumstances, the force of which, in the judgment of the committee, it will be difficult to explain away. By the laws regulating our intercourse with the Indian tribes, all citizens of the United States and other persons, are forbidden to settle on their lands, under high penalties; and it was the duty of the agents of the Government, resident amongst the Indians, to prevent the infraction of these laws. The several agents who had the superintendence of the Caddo does not seem ignorant of their duty in this respect, as appears from their having exercised it. It is proved by Thomas Wallace that Captain George Grey, who was for a number of years the Caddo agent, issued an order, which was posted at his house, directing the whites to quit the Indian country. (See deposition, page 24.) The residence of Captain Grey was in the vicinity of Rush island, and it is impossible that he could have been ignorant that Norriss and other persons resided upon it; yet he permitted them to continue there during the whole term of his agency, extending through a period of several years. Colonel Brooks was equally aware of the existence of this law, and his duty as agent under it, for when a man by the name of Joseph Valentin had commenced building a house on Boggy bayou, in the Indian country, he ordered him to desist from it and quit the lands. (See deposition of Thomas Wallace, page 25.) He also ordered another man by the name of Luke, who occupied the highlands west of bayou Pierre, to leave them, on the ground that they were Indian lands; and if he had regarded Rush island as a part of the Indian territory why did he not enforce the laws in relation to the settlers upon it? He was acquainted with them, and assisted one of them (Mr. Dupree) to build a house. If he had believed the island to be within the Indian boundaries, he was not

only failing to perform his duty as agent, but was countenancing others in violating it. But it is not intended to impute to him official delinquency of this kind.

But it is unnecessary to go further, the amount and character of the testimony already adduced being sufficient to establish the fact, that Rush island was not within the limits of the territory claimed by the Caddoes. The evidence upon which the committee have made up their minds is of a kind which precludes the idea of mistake. It is not composed of testimony which could be manufactured for the occasion, but of a great variety of independent facts and circumstances, all concurring to establish the conclusion at which they have arrived. The witnesses who have been examined in direct reference to this question are corroborated and sustained by the action of Congress upon other but kindred questions, depending for their decision upon proof conclusive of the present. And the propriety of the action of Congress on those questions is sustained and confirmed by the testimony in this; and both are further corroborated by the conduct of the respondent and his predecessors who were agents to the Caddoes.

But if the witnesses who have testified in this case were unworthy of credit, the respondent would have shown it. He was present at the examination of the most important of them, either in person or by counsel; and that he is fully aware of this method of impeaching the testimony of unworthy witnesses, is evident from the fact that he has called persons for that purpose, but who have entirely failed to accomplish the object for which they were brought before the committee. They were not persons who were acquainted with the witnesses, or who spoke from any personal knowledge of any one of them. The questions asked, although intended to impeach the character of the witnesses, were general, and did not point to any particular individual, but to the whole class of individuals occupying our Indian frontiers. (See deposition of Mr. Carns, page 94, and Mr. McCarty, page 92.)

Of the utter worthlessness of such testimony, for such a purpose, the committee deem it entirely unnecessary to speak; nor do they feel it necessary to push their inquiry much further into this branch of the subject. Before leaving it, however, it may be proper, in order to show the importance of the question to the United States, and to the memorialist and the other persons interested, to inquire the value of the land comprised in the reservation: the quantity is four leagues, or 23,040 acres; the value has been variously estimated by various witnesses, ranging from \$100,000 to over \$900,000. (See depositions of Jacob Irwin, Thomas Wallace, Cesair Laffite, Michel Lattier, and Major De Russy.) Mr. Brooks purchased it from the Grappes for \$6,000 and a negro. (See deposition of Jacques Grappe, page 65.) The purchase took place a week or two after the treaty. (See same, same page.)

The second question presented by the memorial is, whether any land had ever been conveyed or granted by the Caddoes to the Grappes previous to the treaty, or was any reservation made to them by the treaty, with the knowledge and consent of the Indians?

There is an inconsistency in the pretensions of the respondent, Colonel Brooks, involved in the two clauses of this question, which cannot escape attention when the facts become known. If there had been a grant or conveyance by the Caddoes to the Grappes, as solemnly sanctioned as that in pursuance of which Col. Brooks alleges the reservation in the treaty to rest, the title of the Grappes would have been perfect without any aid from the treaty.

The reservation was made according to the statement of Col. Brooks, in pursuance of a memorial addressed by the chiefs and head men of the Caddo nation to the President of the United States and of the depositions of David, Trichel, and D'Ortlont, placed in his hands previous to the treaty (See memorial, page 98; and depositions, from pages 100 to 103.) By the memorial and depositions just referred to, it would appear that, about the year 1801, the Indians made a gift or conveyance of four leagues of land, situated on Red river, in the Indian territory, to François Grappe and his three sons, Jacques, Balthazar, and Dominique, one league to each. This grant, it is said, was registered and confirmed by the Spanish authority of the town of Natchitoches. The witnesses state that they were called upon by François Grappe to accompany him and a delegation of the chiefs and head men of the Caddo nation "to see, and hear, and witness the enunciation of said gift and transfer thereof, from the said nation to the said Grappe, in his name and the name of his three sons, and the confirmation of the same by the Spanish authority then and there present." The witnesses further state that they "afterwards saw the approval of the Governor of the province of Louisiana written upon the deed of gift, with his official signature thereto affixed."

If a grant or conveyance, such as the above, had been really made, a complete title would have vested in the Grappes, protected, to the fullest extent, by the provisions of the treaty with France and the laws of the United States; and such grant or conveyance would have derived no additional strength from any treaty stipulation. Indeed the terms employed in the treaty, in making the reservation, reduce the right of the Grappes, perfect before, to a mere floating claim, without any previous definite location.

But the question as to whether any reservation was made to the Grappes, with the knowledge and consent of the Indians, was perhaps sufficiently answered by what has been said on the question already discussed; since, in the clearly established absence of any claim, on the part of the Indians, to Rush island, there is hardly room for the supposition that they would have knowingly sanctioned the reservation. There is, however, in the mass of testimony laid before the committee, much corroborative proof, of a direct or circumstantial character, tending to show that no such reservation was made. To a portion of this proof it will be proper to refer.

Lewis N. Rembin swears that he heard no mention of the Grappes at the treaty; but that he heard the Indians say they wished to give old Mr. Edwards a piece of land, and that was all he heard about any reserve. He also heard them say that they did not know that they had any land on Rush island; but that if they had any they had not sold it. (See page 21.)

Charles Rembin swears that at the treaty the Indians told Colonel Brooks they would sell him the land their fathers and grandfathers gave them, and that they had never known any other than the highlands; they stated, also, that they did not claim beyond the bayou Pierre or rivière des Prelles. Witness was present at a council held by the Indians, at Colonel Smyth's, a year or two after the treaty, and heard the chiefs and head men say they had never sold any land in the swamp; that the lands sold by them to Colonel Brooks commenced at the foot of the hills. At the same time one of the chiefs told deponent that one of the Grappes had asked the Indians for a piece of land on Lake Bistineaux. (See page 22.)

Jacob Irwin swears he was told by the Indians that Colonel Brooks refused to make a reservation for him on the ground that if made none could be made in favor of Larkin Edwards; that the reservation in favor of Edwards was the only one which he knew or heard of at the treaty; and that that was generally known and spoken of. Immediately after the treaty, Edwards told witness of it; but that nothing was known of the reservation in favor of the Grappes for many months succeeding. (See page 25.)

Joseph Valentin swears that the Indians told him, five or six months after the treaty, that they were much surprised when Colonel Brooks told them they had land on Rush island; for they did not own land there. At the meeting at Colonel Smyth's witness heard the Indians say they had made no reservations on the island; he also heard them say the rivière des Prelles was the boundary of their land; but that they have always told him of the gift to Edwards. (See page 27.) Sylvestre Poissot swears to the same effect; so, also, does Cesair Laffitte, with the addition that he was called by the Indians, along with others, to attend the meeting at Colonel Smyth's, in order to inform the Government that no reservation had been made to the Grappes. (See page 29.)

A number of other witnesses swear substantially to the same facts.

It will be perceived that this testimony contains, besides the positive declarations of the Caddoes that they made no reservation on Rush island, the very pregnant circumstances that, whilst they spoke openly and freely of their purposed reservation in favor of Edwards, no one has heard them express a similar purpose in regard to the Grappes; yet the reservation alleged to have been made in favor of the Grappes was much more important and extensive than the one in favor of Edwards. Besides this, whilst the reservation in favor of the latter became immediately known and spoken of, nothing was heard of the reservation in favor of the former for several months after the treaty; nor did it become known until about the time that the purchase of it by Colonel Brooks was made public. In connexion with this portion of the subject, it is also proper to remark that there was something in the mystery and secrecy with which the treaty was conducted which was needless, if not suspicious. Jacob Irwin, a witness already referred to, swears that Colonel Brooks told him the treaty was to be a secret one, and that he was unwilling that he should be present. Joseph Valentin swears that Colonel Brooks sent him and others away from the treaty ground, stating that he had been instructed by the Government to permit no one to be present except the interpreter. Lewis N. Rembin and Thomas Wallace prove that these parties were sent off; and Lewis Rembin was only suffered to go amongst the Indians in the custody of a guard. Captain Bonnell, one of the subscribing witnesses to the treaty, swears he heard nothing of any reservation in favor of the Grappes; but that on one occasion, during the pendency of the treaty, he took up a folded paper from the table with the intention of reading it, when Colonel Brooks, who sat by him, took hold of the paper, and said he wished the deponent would not read it. (See page 67.)

Dr. D. M. Heard, also a subscribing witness to the treaty, swears that he attended the council every day during the treaty, but that he heard nothing of the Grappes, or of any representative of theirs, being present; that the commissioner informed deponent and those present that there were supplementary articles on the table for their inspection; but that, when they

were about to proceed to read them, Captain Harrison stated that it was not necessary to do so, as they had been read and translated to the Indians, who were apparently satisfied with them. On which witness signed the supplementary articles without knowing any of their contents, except what he had been told by other persons. He also states, that another reason given by Captain Harrison why the supplementary articles should not be read, was that it was considered "unparliamentary" to do so. (See page 43.) From the testimony of Dr. Heard, it appears that the objection to reading the supplementary articles in this instance, came from Captain Harrison; but, by the testimony of Captain Bonnell, it will be seen that Colonel Brooks was equally forward in the objection, and certainly, as the latter had the exclusive control, the entire responsibility rests with him. The committee have already expressed their opinion that this secrecy was needless and somewhat suspicious; they were struck, too, with the fact, that all the secrecy and mystery which characterized the proceeding was limited to the concealment of the particular reservation to the Grappes; the one in favor of Edwards being generally, if not universally, known to all the persons present at the treaty.

The first branch of the second question remains to be considered, namely: Had any land been conveyed or granted by the Indians to the Grappes previous to the treaty?

The evidence to support such grant or conveyance, consists principally of what purports to be a memorial of the chiefs, head men, and warriors of the Caddo nation, addressed to the President of the United States, and the three depositions before referred to. This memorial is without date, but from an endorsement upon it by the President, it is probable it reached him some time in the month of January, 1835. This memorial states that many years ago the Caddo nation made a gift of four leagues of land to François Grappe and his three sons, situated on the lowest corner of their land on Red river; that this gift was in writing, and ratified by the Spanish authority of Natchitoches. The depositions of David, Trichel, and D'Orlont, are to the same effect. The first two are dated on the 10th day of December, 1834, and were sworn to before "J. Holmes, justice of the peace, parish of Natchitoches, State of Louisiana." The third is dated on the 15th day of August, 1835, and was sworn to before "Samuel P. Russell, justice of the peace, acting in and for the parish of Natchitoches." The coincidence of the language, and manner of stating the facts contained in these depositions, leave scarcely a doubt that they were the production of one mind, conceived at the same time, and executed by the same hand. The coincidence in the memory of the witnesses is singularly exact and altogether surprising; and this coincidence will appear the more strange when it is recollected that the facts, in relation to which there is such perfect harmony in the memory of the witnesses, occurred more than thirty years previously. But the concord in the memory of the witnesses is not more striking than that which exists in the mechanical execution of the depositions—each consisting of the same number of paragraphs, embracing in each precisely the same facts, almost in identical language. As to the two depositions taken before Holmes, at the same time, this coincidence might exist, and no unfairness be presumable. It might be inferred that the depositions were drawn by the justice, and, relating to the same general facts, that both should take the same form. The depositions are not in the handwriting of the justice. But it is almost impossible to conceive that the

third deposition, taken at a different time, before a different justice, should correspond so exactly with the others in every minute particular. It is also somewhat difficult to understand why the deposition of D'Ortlont was taken at all. It is dated on the 15th of August, 1835. The treaty was concluded on the 1st day of July, 1835. By the treaty, the reservation in favor of the Grappes was made. The deposition was not necessary therefore to procure the insertion of it in the treaty. That had already been done. It was not necessary to the perfection of the Grappes' title; for if the land was honestly reserved the title to it was perfect by the treaty. If it be said that it was procured in order to show a former grant by the Indians to the Grappes, it may be asked who procured it? Col. Brooks? Scarcely; for he had no interest; and if he had, he had no doubt of such grant, for he recognised it by making the reservation upon proof which, of course, was satisfactory to him. It was not procured by the Grappes, for they appear to have known nothing of any such grant. (See deposition of Jacques Grappe, pages 65 to 67.

But the whole transaction is involved in mystery which remains unexplained. The Grappes, it appears, knew nothing of the grant to them by the Indians spoken of in these depositions. Where did Colonel Brooks procure these depositions? How did he become possessed of them? Who was interested in placing them in his hands? Was it some agent of the Grappes? They had no such agent; nor does Colonel Brooks prove how they came into his hands. At one time they are spoken of as being in his possession at the treaty, and constituting the warrant for the reservation; at another, as having been delivered to him at Natchitoches, on his return thither after the treaty. The former version cannot be correct, as to the deposition of D'Ortlont; for it was not taken until some six weeks after the treaty. Not only are the committee in the dark as to the origin of these depositions, but no explanation has been offered of the manner in which they came to the possession of Colonel Brooks. Certainly none of them were exhibited at the treaty, where neither the Grappes nor any agent of theirs attended; and, so far as appears, the knowledge of their contents has ever since been confined to Colonel Brooks and the Senate, to which body he communicated them through Senator Porter, of Louisiana; and it was not until since the present investigation was commenced, and the injunction of secrecy removed, on the application of the committee, that copies of the depositions were furnished to them.

But it will be perceived that there is but little consistency in any part of the case as presented in the testimony. The depositions of David, Trichel, and D'Ortlont, as well as the memorial of the Caddo chiefs, refer to a perfect and complete grant, with all necessary sanctions and forms, vesting in the Grappes a title fully recognised by the laws of the United States, and which a man of the reputed intelligence of the elder Grappe, to say nothing of Captain Grey, Major De Russy, Major Hyde, and Colonel Brooks, would have known, needed no confirmation from any source if such a title really existed. It is, however, very clear from the testimony that none of these parties attached any such validity to any title which it was known the Grappes possessed. But there are numerous other facts; all of which are inconsistent with any such grant or conveyance as the one spoken of in the depositions and memorial. The committee need not recur to the precision and coincidence which marked the memory of the witnesses, David, Trichel, and D'Ortlont, as to the date, bounds, and other particulars

of a grant alleged to have been made more than thirty years previously. Passing this by, there are other facts utterly incompatible with the probability of the existence of any such grant.

In the first place, the land on which this grant purports to have been located belonged to the Spanish Government. The Caddoes had only removed to that part of the country about a year before the date of the alleged grant, having lived previously 375 miles higher up the river, from whence they had been driven by the Osages. (Dr. John Sibley's letter to the Secretary of War, April 5, 1805, American State Papers, Indian Affairs, vol. 1, page 721. See Joseph Valentin's deposition, page 27.) At the time the grant is alleged to have been made the Caddoes had acquired no right to the lands which they occupied, nor did they claim any. P. Rublo swears that the Caddoes came to the country from Pecan point, three or four years before the change of Government in 1803; that, in 1821, he accompanied a numerous delegation of the Indians to the Spanish port of Monterrey, and heard them tell the Governor of that place that they went to their then residence on Red river, while the country was owned by France; that they had received no grant of lands from either France or the United States, but that they had held their villages without disturbance from either Government. Colonel Brooks, in a letter to the Commissioner of Indian Affairs, dated July 10, 1833, states that they had no written title from the Spanish Government. (See page 111.) To the same effect are the letters of J. Jamison and Captain Grey, Indian agents. Colonel J. B. Many, in a letter to the Commissioner of Indian Affairs, dated January 6, 1835, a copy of which was furnished to Colonel Brooks, with his letter of instructions to negotiate the treaty as containing the best information of the Indian title, gives substantially the same view of the subject. (See letter, page 95.) Against this proof, as to want of title on the part of the Caddoes, no motive or inducement is shown, which renders probable, the absolute and unqualified grant spoken of in the deposition and memorial. But, in addition to this, such a grant is at war with the well-known policy of the Spanish Government, which connected with grants to the inhabitants conditions of habitation and improvement on which their validity was made to depend. In this case, however, it is very clear from the testimony that neither the elder Grappe, nor any of his family, ever took possession of, or exercised any open acts of ownership over the land, or in any manner molested the settlers upon it, from the time of the alleged grant, down to the treaty of 1835. They all resided at a considerable distance, and there is not the slightest proof that the elder Grappe ever asserted any claim, or ever exhibited his title papers to any person from the date of the alleged grant to the time of his death; and it is equally clear that his children, who are said to have been parties to the grant, and who were full grown at its date, had no knowledge of it. (See deposition of Jacques Grappe, pages 61 to 63, and Gesaire Fontenau, page 64.)

It will be recollected that Col. Brooks asserts that the reservation contained in the treaty was made in pursuance of the depositions and memorial already referred to. There is, however, another circumstance, in addition to those which have been mentioned, which is inconsistent with the fact that the reservation was made on the strength of these depositions. Col. Brooks himself, in 1840, speaks of the reservation which he made in the treaty in favor of the Grappes as being, in 1828, but an unexecuted expectancy. In the examination of the witnesses before Judge Greneaux,

at Natchitoches, in 1840, Col. Brooks asks, "Did not Capt. Grey, whilst agent, inform you that it was the wish and intention of the Caddoes to give to the *family* of Touline (alias Grappe) lands for the services rendered the nation by their ancestors?" The witness answers, "Capt. Grey did tell me that the Caddoes *intended* to give Touline's family (I think it was four leagues) of land. This was told me by Grey, in 1828, while I was with him at the agency." (See deposition of Theophile D. Tauzin, page 55.) Here we find Col. Brooks endeavoring to establish an *intention* existing in the Indians in 1828 to give land to the Grappes. What was the necessity for proving such an intention on their part in 1828 if they had made an actual grant, accompanied by a perfect title, in 1801? The committee are at a loss to know why such proof was attempted. There was certainly no necessity for it if the depositions and memorial were not fictions. On the character of these depositions the committee have already remarked. They contain internal evidence of something wrong; and there is a degree of mystery about their origin, and the manner in which they came to the possession of Col. Brooks, well calculated to create suspicion of their genuineness. Nor does the memorial of the chiefs stand on less suspicious ground. Both the depositions and memorial are contradicted by a mass of testimony. The whole of the testimony recited in this report, relative to the boundary of the Indian lands, is directly repugnant to the facts alleged in the depositions and memorial. These depositions assert that a grant of four leagues of land was made by the Indians to the Grappes in 104. The memorial asserts the same; and both the depositions and memorial locate the grant on Rush island. But the Indians themselves have, on all occasions, denied that they ever claimed Rush island, or made any grant to the Grappes. Their memorial to the Senate, dated 19th September, 1837, and already referred to by the committee, declares, in the most unequivocal manner, that they never owned Rush island, nor ever made any grant or reservation upon it. (See memorial, page 104.) This memorial is a solemn contradiction of the memorial to the President. It describes the boundaries of the Caddo country, excluding Rush island, and denies that any grant or conveyance was ever made to the Grappes. And in view of all the facts and circumstances, the committee have been forced to the conclusion that no reservation was made by the Indians to them; and, although the treaty contains such a reservation, the committee feel constrained to say that, in their opinion, it was introduced without the knowledge or consent of the Indians. In relation to the grant, which the depositions and memorial to the President allege to have been made in 1801, the opinion of the committee is no less decided. It is their belief that no such grant ever was made.

The committee have already adverted incidentally to the act of Colonel Brooks, in purchasing the reservation made of the treaty to the Grappes. His conduct in this respect was unfortunate. Public functionaries, clothed with high trusts, should not only be pure, but should conduct themselves with such circumspection as to be above suspicion. The committee are, however, fully aware that persons occupying such positions are often exposed to the shafts of malice and revenge, from which even perfect purity is not at all times an effectual shield. But in this case it appears, from the testimony, that immediately after the treaty, on the return of Colonel Brooks to Natchitoches, a negotiation was commenced with Jacques Grappe for the purchase of the reservation which had just been made in

favor of him and his family. This is proved by Mr. Queen, the clerk and brother-in-law of Colonel Brooks, and also by Jacques Grappe, who swears that the sale was then immediately made. It is, however, probable, that although the purchase was then made, it was not completed by full payment of the purchase money, and execution of deeds, until after the ratification of the treaty by the Senate, for, until then, the title of the Grappes would be incomplete under the treaty; and as, according to the testimony of Mr. Queen, Colonel Brooks entertained doubts whether the Senate would sanction the supplementary articles. Doctor Breda testifies that two papers were executed at intervals, and that the larger portion of the price was paid when the last was executed, and that the former paper was then destroyed. Its date or contents do not appear. The final conveyances from the Grappes to Brooks bear date the 20th day of January, 1837.

Jacob Irwin swears that, a year or two before the treaty, Colonel Brooks told him he had a grand speculation in view in the west, and advised deponent to remain at the agency, and stick to him. Deponent also states that, from conversations held with Colonel Brooks at various times, he believes that he had the reservation to the Grappes in view as a speculation to accrue to his own benefit. (See deposition, page 26.)

Cesair Laffitte swears that the Grappes were nearly black, with "kinky hair;" and that, from circumstances which fell under his observation, he was led to conclude that Colonel Brooks meditated a fraud on the Government and the people of Rush island. That the value of the reservation to the Grappes was greatly beyond what the Government would have knowingly sanctioned is scarcely to be doubted. The lowest estimate of value at the time is \$100,000; other valuations arise nearly to \$1,000,000; and it is hardly to be presumed that a reservation so large as this would have been sanctioned if the facts in relation to it had been known. The persons to whom it was made did not know themselves that they were to be the objects of such splendid bounty on the part of the Indians. This reservation was purchased by Colonel Brooks for \$6,000 and a negro, being sold by the Grappes at such a low rate, because (as Jacques states) he did not know the quantity of land, or where it was located, and was afraid Colonel Brooks would give him some bad piece. The Grappes are described in the deeds to Brooks as "free men of color."

The committee cannot but regard this transaction, on the part of Colonel Brooks, in the position he occupied, as highly imprudent; and think it is not surprising that the circumstances connected with the purchase, as developed by the testimony, should have given rise to suspicions affecting the integrity of his conduct. There are also other incidents of the treaty, not immediately connected with the reservation to the Grappes, which reflect upon his prudence, and have been used to give color to the attack on his official integrity. The committee allude to the profits beyond his official emoluments as commissioner, which Colonel Brooks appears to have sought to derive from the treaty, by supplying the merchandise stipulated to be paid to the Indians, and in obtaining the agency to receive for them the deferred instalments of the purchase money of their lands. Much testimony has been laid before the committee in the shape of depositions and letters from Captain Bonnell, Colonel Many, Larkin Edwards, and others, tending to show an abuse on the part of Colonel Brooks, both in the supply of merchandise and the execution of his agency, to the prejudice and wrong of the Indians. The committee, however, will not go into detail on

this subject, nor do they design to express any opinion of the conduct of Colonel Brooks in the matter, because it is not directly connected with the charges in the memorial; and they only refer to it as constituting additional evidence of the propriety of the action which they feel called on to recommend.

The committee have thus approached nearly to a conclusion. It only remains for them to express their regret that they were unable to arrive at a different one, and to point out such a course of action by Congress as will vindicate the rights of the United States, the memorialist, and others affected by the treaty.

By the conclusion of the treaty between the United States and the Caddo Indians, on the 1st day of July, 1835, it is alleged, as has been seen, that Rush island was wrongfully included in the limits of the lands ceded by the treaty, and that a fraud was thereby committed on the United States, the memorialist, and other inhabitants of the said island. What remedy is there for the rights of the several parties affected by the transaction?

The counsel for the respondent, Colonel Brooks, argued before the committee that the right of the memorialist was in no way impaired by the treaty; that the courts were open for the vindication of his title; that the boundaries of the Caddo treaty are still a matter *in pais*; and that the memorialist, by proving that Rush island was not within the said boundaries, may successfully resist the title of Colonel Brooks, the vendee of the Grappes. The committee are of a different opinion, and believe that, without aid from the United States, the memorialist has no power to resist the right conferred upon the Grappes by the treaty, and subsequently purchased by Colonel Brooks.

It is conceded by the counsel for Colonel Brooks, that a *fair* donation or grant of lands by treaty, ratified by the Senate, would confer a valid and complete title on the donee or grantee, without patent or other muniment. So it is held in *Mitchel et al. vs. United States*, 9th Pet. Rep., 711. And in the Caddo treaty, the United States might have stipulated for a compensation in lands lying beyond the limits of the Caddo territory, to be granted to the Indians, their creditors, or to any person who was the object of their bounty, instead of money or merchandise. This is of frequent occurrence in Indian treaties; and there is nothing in this particular treaty to invalidate the grant to the Grappes, *if fairly made*, although such grant should be ascertained to lie without the limits of the Caddo territory. If Rush island was not within the Caddo limits at the time of the treaty, it belonged to the United States, and they, by their agent, the commissioner, *might* have granted it by the treaty, either to the Indians, or to such creditors or friends as they might have designated or desired. Such a grant, if untainted by fraud, would undoubtedly overreach the claim of the memorialist, Samuel Norriss, which, contrary to the view expressed by respondent's counsel, was, until confirmed by Congress, a mere naked expectancy, unaccompanied by any legal interest, and wholly without legal force; nor by such act of confirmation has it acquired any retrospective efficacy to control intermediate adversary titles. (See 7th vol. L. U. S., page 151, sec. 2, *proviso*.)

It will be seen, therefore, that, in the judgment of the committee, it rests exclusively with the United States to waive or insist on the fraud, and that the memorialist has no such title as will enable him to defend himself in court against the title conferred by the treaty, even although his naked ex-

pectancy has, by confirmation of Congress, become a vested interest. His rights, without aid from the United States, would be swept away by the intermediate adversary title acquired by the Grappes under the treaty, and since purchased by Colonel Brooks. The Supreme Court ruled, in *Hoofnagle vs. Anderson*, (7th Wheat., Rep. 212,) that "a patent appropriates the land it covers; and that land, being no longer vacant, is no longer subject to location. If the patent has been issued irregularly, *the Government may provide means for repealing it; but no individual has a right to annul it, to consider the land as vacant, and to appropriate it to himself.*"

This treaty, if fairly made, vested a perfect title in the Grappes. It required no patent or other muniment from the Government to make it complete. At the time of the treaty, the memorialist had no title. He cannot, therefore, contest the right of Colonel Brooks, acquired by purchase from the Grappes, although the reservation in their favor was inserted in the treaty by fraud. The United States are the party whose rights were affected, and who alone can vindicate their own and the rights of the memorialist, subsequently acquired by a grant of confirmation from them. And to this effect is the case of *Hoofnagle vs. Anderson*, just cited. Fraud will vitiate any, even the most solemn transaction, and an asserted title to property founded upon it is utterly void. (*United States vs. the Amistad*, 15 Pet. Rep. 594.) If, therefore, there was fraud in the treaty, in the insertion of the reservation in favor of the Grappes, such reservation is void; and the title of the reservee or his vendee may be impeached by the United States in the judicial forum, but by no other party; none other, at the date of the treaty, having such legal interest as could be affected by the alleged fraud. In order that justice may be done, the committee recommend the adoption of the following joint resolution:

JOINT RESOLUTION to institute proceedings to ascertain the title to Rush island, ceded in the Caddo treaty.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the district attorney of the United States for the western district of Louisiana be, and he is hereby, directed to institute such legal proceedings in the proper court as may be necessary to vindicate the right of the United States to Rush island, which is alleged to have been improperly or fraudulently included in the limits of the land ceded by the Caddo Indians to the United States by the treaty of the first July, eighteen hundred and thirty-five, and reserved by said treaty in favor of certain persons by the name of Grappé.

Passed the House of Representatives August 20, 1842.

Attest:

MW. ST. CLAIR CLARKE, Clerk.

Extract from the Journal of the Committee on Indian Affairs of the House of Representatives.

JULY 23, 1842.

Resolved, That, in the opinion of this Committee, the tract of land called Rush island, which is particularly described in the treaty with the Caddo Indians, was never a part of, nor properly embraced within the limits of, the Caddo territory.

Resolved, That, as to the question of fraud in the procurement and making of the reservations to the Grappes, mentioned in that treaty, they refer it to the courts, the proper tribunals to try and decide that question; believing that, from all the facts and circumstances attending the making of that treaty, there are such grounds for suspicion that legal investigation is alike called for by the high considerations of public policy, and the obligations of private right.

JULY 27, 1842.

Resolved, That the chairman be instructed to prepare a report in conformity with the views of the committee as expressed in the foregoing resolutions.

COMMITTEE ON INDIAN AFFAIRS,

House of Representatives, March 7, 1840.

SIR: I am directed by the Committee on Indian Affairs to inform you that they have resolved to investigate the charge of fraud in the negotiation of the Caddo treaty, alleged in the memorial of Samuel Norriss, and corroborated, in some degree, by the affidavits accompanying it.

I am directed, at the same time, to inform you that no step will be taken by the committee in your absence which can prejudice the inquiry in the slightest degree, and that they desire your personal attendance, at as early a day as possible, that you may have an opportunity afforded you of throwing such light upon the subject, by your own statements, and by such testimony as it may be in your power to produce, as will be consistent with the practice of the committees of the House of Representatives in similar cases.

But should you think it expedient to remain in Louisiana until the testimony of the persons whose names are given below can be taken, with the privilege of cross-examination by yourself, the committee will not expect you to attend them until you shall have accomplished that object.

I am also directed to inform you that, if you desire to take the testimony of any persons not included in the list below, their depositions will be received and considered by the committee, provided you will give notice, of the time and place of taking them, to Samuel Norriss or John A. Ragan, Esq., of Natchitoches.

I have sent commissions to Robert V. Marye, Esq., of the parish of Caddo, and the Hon. Charles E. Gréneaux, of the parish of Natchitoches, to take the examination of such witnesses as either party may bring before them.

JOHN BELL, *Chairman Committee.*

Col. JEHIEL BROOKS.

Testimony taken under a commission from the Committee on Indian Affairs, under an order of the House of Representatives of the United States, by R. V. Marye, Esq., and Judge C. E. Gréneaux.

STATE OF LOUISIANA, *Parish of Caddo:*

In pursuance of a commission to me directed by the honorable John Bell, chairman of the Committee on Indian Affairs of the Congress of the United States, I, Robert V. Marye, an acting justice of the peace in and for said State and parish, proceeded, in the town of Shreveport, in said parish, to take the testimony of the following witnesses, having first given due notice to Messrs. Raymond Savage and John A. Ragan, counsel for Samuel Norriss, and Messrs. Moss and Boysdon, counsel for Mr. Jehiel Brooks, to be and appear before me on the 7th day of December, 1840, in the said town of Shreveport, to attend to the examination, viz:

Lewis Naville Rembin sworn.

Deposeth : Is a citizen of the parish of Caddo, and, in answer to the 2d interrogatory, that he was present at the commencement of said treaty ; that he brought cattle there by order of Mr. Brooks, and sold them to him for the use of the Indians and whites during the negotiation of the treaty ; he arrived with the cattle about one o'clock, P. M., and sold them immediately to Mr. Brooks, who invited him to spend the evening with him ; that, on his first arrival, he heard the chiefs say to the interpreter that they sold to him the hill lands extending to the first running red water ; that he believes the name of the interpreter was John, and that he was a son of Larkin Edwards ; that Mr. Brooks was present, sitting on his gallery, with a piece of paper in his hands, and there were with him two chiefs. He heard Brooks ask the chiefs several questions, and that their answers all went to show that they sold from the first running red water, outward, without defining the quantity ; that, previous to the treaty, he knew the bayou Pierre by the name of Rush river ; that it runs from Red river, and was formerly known amongst the creoles as rivière des Prelles ; that, from said rivière des Prelles, the chiefs motioned their hands west, saying at the same time that they sold from that river, in that direction ; that he has never heard the Indians say that they sold Rush island. He considers the old bayou Pierre to be that stream commencing where a creek or bayou running near to Seaman De Soto's, and known as bayou Pierre, enters the lake, downward to where it enters the Red river, and the upper part of same stream as the bayou des Prelles, from where it leaves Red river ; that the rivière des Prelles and the Bayou Pierre river are the same stream, and that it leaves Red river on the west side, about four miles below Shreveport, and empties again into Red river, a few miles above Natchitoches, and is now known as the Bayou Pierre chute of Red river, and he understood at the treaty that this chute formed the east boundary of the Caddo lands. He also understood that the Cypress bayou formed the south boundary. All this conversation took place between Jehiel Brooks, the commissioner, the interpreter, John Edwards, and his father, the two Caddo chiefs, and all the rest of the nation.

He was present from the time of his arrival, as mentioned, until the Indians retired to their camps, and remained himself until after breakfast next morning. At the time of the treaty he understood the Caddo language well, and comprehended all that was said ; was himself born in the parish of Natchitoches, and has lived in the Bayou Pierre settlement since he was about a year old ; and is now thirty-eight years old. His brother Charles Rembin and John Joseph Le Barb were with him, and assisted in driving his cattle to the treaty ground.

To the 3d interrogatory, he answers that he does not know the Grappes ; they were not any of them present, that he knows ; he heard no mention made of the Grappes, or their names called ; on that day heard the Indians say that they wished to give old Mr. Edwards a piece of land, and that was all he heard of any reserve.

To the 4th interrogatory, he replies that he knows, by the voice of three persons whom he met as he was going to the treaty, (viz : Joseph Valentin, François Bark, and Manuel Flores,) that they were driven away from the treaty ground by the order of Mr. Brooks ; they had been sent for by the Indians to be present at their talk, and were driven off by force. One of them (François Bark) told him that they wished to tie him to prevent him

being present at the treaty. Deponent says that he was not prohibited talking with the Indians, but that when he went amongst them he was escorted by two men, one of them armed with a sword. The two men were soldiers from the garrison. Says that he does not know for what reasons the above-named persons were sent away; that he was in the occasional habit of carrying his horses on to Rush island; does not know that the Grappes ever lived on it.

In answer to the 13th interrogatory, deponent says, there were a number of white persons living on the land reserved, and that Mr. Brooks knew them; they were, Mr. Samuel Norriss, Baptiste Porier, Leonard Dyson, François Porier, and Antoine Porier; that all of them had made improvements, by clearing and cultivating the land and building dwellings, of all which facts Mr. Brooks was apprised.

All the interrogatories not referred to deponent is unable to answer.

Question by Mr. Norriss.

Does not know that any Indians ever lived on said reservation, nor ever saw any there; remembers when Brooks came here as agent, in the year 1830 or 1831; does not know that Brooks ever claimed the land in question as Indian land; was on friendly terms with Brooks, but not often together.

Cross-examined.

Did not, at the treaty, hear the Indians say they had not sold the land referred to, but heard them say to Mr. Charles Rembin that they did not know that they had any land on the island; if they had any, they had not sold it. The rivière des Prelles and bayou Pierre was not so large twenty years ago as at present, but always had a current, and was called a river. He has heard that the white settlers alluded to were ordered off by Captain Grey, some twelve years ago, but does not know it to be so.

Audre Valentin was in the habit of selling goods to the Indians, but does not know that Joseph Valentin referred to was ever engaged in that business; does not know that the persons mentioned as having been driven away from the treaty were opposed to the making of it, nor that the whites settled in the Indian country at the epoch of the treaty were opposed to it; did not himself live on the Indian lands at the time, nor ever has.

LEWIS N. REMBIN, his + mark.

Sworn to and subscribed, by making his mark, before me, this 9th day of December, 1840.

ROB. V. MARYE,
Justice of the Peace.

Charles Rembin sworn.

In reply to interrogatories by Norriss, says that he is thirty-two years of age, and a creole of the country. Having heard the testimony of his brother, Lewis N. Rembin, read and translated, says that he understands it well, and knows it to be true in all its material points; that he was himself present at the treaty; and, of himself, states further, that he came to and left the treaty ground in company with his said brother; that, while sitting at the treaty, he heard Mr. Brooks ask the Indians if they would

sell their lands; that they answered, yes, if he would pay them well for it—upon which Mr. Brooks arose with the chiefs, and they gave each other their hands; that the Indians said they would sell him the land that their fathers and grandfathers gave them, and that they had never known any other than the highlands; that the chiefs got up and showed with their hands that their lands extended from the red water, and said that they did not claim beyond the rivière des Prelles; that the land beyond belonged to the Spanish and English, and that they did not know any thing about it—putting their hands to their eyes, at the same time, to signify their ignorance in regard to it.

Deponent has seen the village called the Pascagoula village—it was pointed out to him by his father; knows that a man by the name of Luke was ordered off the highlands by Mr. Brooks, on the ground that they belonged to the Indians; was present at an assemblage of the Indians at one Colonel Smyth's; there heard the Indians, chiefs, and head men, say that they had never sold to Mr. Brooks any land in the swamp; that the lands sold him commenced at the foot of the hills, and extended down to Cypress bayou, and thence out west. Does not know the object of the Indians in assembling at Colonel Smyth's; they sent for him to come there, and there asked him if he remembered to have ever heard them say that they had sold any lands in the swamp; he told them no. Says that one of the chiefs at this meeting told him, in the presence of Cesair Laffitte and Sylvestre Poissot, that one of the Grappes had asked of the Indians a piece of land on Lake Bistineaux, where there was a small prairie; that they replied to Grappe that they did not own any land there, to their knowledge; but that, if they did, he was welcome to it. Did not hear where or when this request of Grappe was made. The assemblage at Colonel Smyth's took place one or two years after the treaty aforesaid.

Deponent also states that at this meeting the Indians told him they had never sold Rush island at all, and that they had also been defrauded out of their village; that the treaty of Brooks with the Caddoes was made on the west bank of the rivière des Prelles, and that that was the boundary they pointed out as the one between the whites and Indians; that Rush island is on the east of the rivière des Prelles, and not in the Caddo nation.

Cross-examined.

Has known the bayou des Prelles about fifteen years; that it has maintained about the same size ever since. When he was at the meeting of the Indians at Colonel Smyth's, saw Mr. Samuel Norriss, Antoine Porier, and others, from Rush island, and many other white persons. Ever since he has known the Indians, they have been addicted to drunkenness; and, since the whites have settled in the country, they have not improved.

Re-examined.

The chiefs were not drunk at the meeting at Colonel Smyth's. Did not see Mr. Norriss, or the other persons from Rush island, give them liquor.

CHARLES REMBIN, his + mark.

Sworn to and subscribed, by making his mark, before me, this 9th December, 1840.

ROB. V. MARYE, *Justice of the Peace.*

Thomas Wallace sworn.

Deposes to the 5th interrogatory that, the day previous to the treaty of 1835, he was invited by Captain Harrison, Doctor Heard, Lieutenant Bonnell, and others, to go to the treaty-making on the next day; that, on the following day, he mounted his horse to go there, and proceeded a part of the way, when he was met by a couple of Indians, about three miles from the agency, who told him that he could not go there, unless he was willing to risk being put under guard, or be driven off like François Bark, Manuel Flores, and Valentin.

For answer to 10th interrogatory, he thinks the average value of the land included in the reservation in favor of the Grappes, at the time the treaty was made, might be fairly placed at \$20 per acre.

To 12th interrogatory, says the Grappes never did live on the lands reserved to them, or, as he believes, ever cut a stick of wood on it. Their residence was 50 or 60 miles below, on the east side of Lake Bistineaux, and at Camplé, 10 miles above Natchitoches.

To 13th interrogatory, says that Samuel Norriss, Lefroy Duprée, François Porier, Antoine Porier, and Leonard Dyson, were living on the said reservation at the time the treaty was made; that Norriss had a wife and eight children, at the time, residing on the land; had sixty-five acres of land cleared, and good buildings thereon. François Porier had about thirty acres of land cleared, and necessary buildings; had a wife and ten children. Duprée had a large family, with ten or fifteen acres of land cleared; and the others, families and improvements. That Brooks knew these people and their claims, and was frequently among them.

Deponent has lived in the neighborhood of Rush island, or in Natchitoches parish, about forty years—about thirty-five years of the time, near Rush island; saw land in cultivation in the island, by Mr. Norriss, in the year 1817; saw Mr. Norriss and others, from Rush island, about the year 1824, on their way to Natchitoches, to prove up their claims to land on said island, under the act of Congress of 1824; knows that Mr. Norriss resided at his place on Rush island all the year 1819; says that Mr. Norriss has resided constantly on said island, since his first settlement there, until the present time, with the exception of about a year and a half that he was in Texas, during which interval he rented his plantation on the island to one Mr. Fee Fer Frederick; recollects a man named John Latham, who settled on the hills on the west side of the rivière des Prelles, a little below the agency, who was the first white settler on the Indian lands; that said Latham, about a month after he had settled as above, met with the head chief of the Caddo Indians, "Sawbe," at the house of deponent; that said chief asked deponent who said Latham was, and whether or not he was a good man; stating that if he (Latham) wished to settle on the Indian land, he had no objection, and that the Indian country lay west of the rivière des Prelles; but that, if he wished to be off the Indian land, he should go to the east side of the rivière des Prelles, where the Indians had no claim—on Old river.

Deponent states that the Caddo Indians made their first settlement in this part of the country about four years before the treaty with France, by which Louisiana was acquired; that the principal location was then made at what is now known as the Kiche villages and Caddo villages. He is now about fifty-seven years of age; was always on very friendly terms

with those Indians, and frequently traded with them; remembers when Brooks first came into the country; he stayed, with his family, at deponent's house a while, and during the time selected the site for the agency.

Recollects the first meeting between Brooks and Norriss; it occurred at deponent's house, at the time just spoken of. At their first conversation, Brooks asked deponent or Norriss, does not recollect which, where Mr. Norriss resided, and was told by Norriss that he lived on Rush island, on the bank of Old river; does not recollect that any other persons were mentioned as residents there at the time; did not hear any thing said at the time about Rush island being Indian land; heard Brooks order Joseph. Valentin, who was then engaged in putting up a building on Boggy bayou, to desist therefrom, and quit the country, as it was Indian land. This order was given in presence of Jacob Irwin also, and while Brooks and deponent were on their way to select a site for the agency, as above mentioned; knows also that one Luke was ordered off for same reasons, and because he had brought goods to sell to the Indians, which was contrary to the regulations of the Indian department.

Deponent knows the old Pascagoula river; it lies below the Cochoirie, about fifteen miles below De Soto's landing, and about forty on a straight line below Norriss's, and near bayou Wincy; states that when he first knew bayou Pierre or rivière des Prelles, about forty years since, it was much smaller than at present, and in dry times fordable, but was as large in 1835 as it is now, or very nearly so, and has been a considerable stream for twenty years.

The first name he recollects of what is now called bayou Pierre was rivière des Prelles, or Rush river, which he understood was given it by the Indians.

Cross-examined.

The front land on Rush island is mostly of value, and runs back about half to three-fourths of a mile; perhaps the average depth does not exceed half a mile on the Old river; the land on Rush river is of little value. In estimating the value of the lands in question, deponent alludes to the front land, fit for cultivation, as being worth twenty dollars per acre; thinks the back land should not be worth more than ten dollars; remembers when a Mr. Grey was agent for the Caddo Indians; and, also, that said Grey issued an order, which was posted at deponent's house, ordering the whites to quit the Indian country, but said order did not describe the boundary of their lands; does not recollect that the settlers on Rush island petitioned Congress to permit them to remain there; nor does he know that the titles of the said settlers were ever suspended in consequence of its being Indian land.

THOMAS WALLACE, his \ddagger mark.

Sworn to and subscribed, with his mark, before me, this 9th day of December, 1840.

ROB. V. MARYE, J. P.

Jacob Irwin sworn.

Deposes that he is forty-nine years of age, a resident of Claiborne parish; was employed as gunsmith to the Caddo Indians in the year 1816, and

remained thus employed until the treaty with them in 1835, and resided at the agency all that time ; was not a witness to the treaty ; Mr. Brooks, the agent, objected to his being present, saying that the treaty was to be a secret one ; he left the ground, accordingly, the day previous to the one on which the treaty was made ; states that a year or two years before the treaty, Mr. Jehiel Brooks, the then agent for the Caddo nation, advised him to remain there and stick to him ; Brooks told deponent that he had a grand speculation in view in the West, and that he had lately had a conversation with General Jackson.

Deponent states that, previous to the treaty, the chiefs of the Caddoes told him that they wished to give him a grant of land, because, as they said, he had come amongst them when young, and supported their women and children, and now that he was old, and ought to have some land ; but they said Brooks had refused to make such a grant, and had told them that if they made him (deponent) a grant, they could not be allowed to make one to Mr. Larkin Edwards, who had an Indian wife ; states that the reservation to Edwards was the only one he knew of being made at the time, or heard of ; all that grant was spoken of commonly. Immediately after the treaty, Edwards himself told deponent of it ; but nothing was known of the reservation of the Grappes for many months succeeding.

From conversations deponent held with Brooks, at divers times previous to the treaty, he is of opinion, and verily believes, that Brooks had the grant to the Grappes in view, as a speculation to accrue to his own benefit ; himself and Brooks were always on friendly terms ; thinks the four leagues of land reserved to the Grappes was worth, fore and aft, an average of \$25 per acre, in the year 1835 ; knows that Brooks was apprized, at the time of the treaty, that these lands were partly settled on, and that he knew the settlers personally, and was on good terms with them, and had himself assisted one of them (Mr. Dupree) in raising a house.

The Grappes never, to deponent's knowledge, did live on the four leagues ceded to them ; their residence, at the time of the treaty, and for twenty-six years preceding it, was at or near Camplé. States that when Brooks objected to his being present at the treaty, Brooks told him that the Government had requested him to make a secret treaty ; and that as he, deponent, had never heard of a secret treaty being made with the Indians, he suspected there was something wrong going on.

Cross-examined.

Is well acquainted with the four leagues of land reserved to the Grappes ; the highlands will average a depth of about half a mile ; the rest of it is swamp, and land for cultivation ; thinks the front land worth \$50 per acre ; the swamp land nothing. Recollects that Captain Grey, the then Indian agent, issued an order forbidding the whites settling within the Indian territory, and ordering those settled within it to leave ; that several persons, directly after the appearance of said order, who were living on the Indian land, came forward and petitioned Captain Grey to suffer them to remain on it, and that he permitted them to do so until he could hear from Washington city. Those persons were Cæsar Wallace, John Armstrong, James Coats, and others, whom he does not now recollect. Became acquainted with Mr. Samuel Norriss in 1830 ; knew him by reputation some time before ; he always understood, and it was understood at the agency, that

Norriss and the Poriars lived on the Indian land ; was at a treaty with the Indians when Captain Grey settled with them the boundary to their land ; that, by that arrangement, the Sulphur fork was the north boundary ; Cypress bayou, (near Wallace's,) the south, the Cross Timbers, the north west ; the east boundary he knows nothing about, but has always understood that Red river separated the States of Arkansas and Louisiana, and that Red river formed the eastern boundary of the Caddo lands below the Arkansas line.

The stream on which deponent now lives, opposite Rush island, has ever been considered the principal stream ; that branch now called bayou Pierre was, when he first knew it, not half so large as it now is ; he never knew it to be called Red river ; believes the Caddoes sometimes kept their horses on Rush island, but never claimed the island ; does not know what arrangement, if any, was made between Captain Grey and the Indians, in regard to Rush island ; the Indians might have claimed the island without his knowledge.

Deponent knows something of the Indian language, but not sufficiently to understand a business conversation. In his transactions with them he always used an interpreter.

Re-examined.

Saw the notices from Captain Grey to the settlers, ordering them off the Indian territory ; does not know that the notices embraced the names of those persons living on Rush island. Cæsar Wallace lived at the time on what is now section 23, of township No. 17 north, of range No. 13 west, in the parish of Claiborne ; John Armstrong, at Fairfield, two miles south of Shreveport ; and Coats, at the bluffs bearing his name, three miles below Shreveport. Did not know of any difficulty between Brooks and Norriss in relation to the land, prior to the treaty ; since the treaty, has heard Brooks say that he would let Norriss have his lands at a low rate, and that he would rather Norriss should have them than any other person.

At the treaty between Captain Grey and the Indians, nothing was said in relation to the eastern boundary, because every one knew that the Red river was the boundary. The bayou Pierre was, at the period of the treaty between Grey and the Indians, a considerable stream ; the steamboat Bolivar passed up it about that time ; it was red water.

Captain Grey and witness talked about the line, and Grey said he did not know how the line ran from where Cypress bayou strikes Bayou Pierre lake, whether due north or due east.

JACOB IRWIN.

Sworn to and subscribed, before me, this 10th December, 1840.

ROBERT V. MARYE.

Justice of the Peace.

Joseph Valentin sworn.

Is a creole, aged about 58 years ; was on the ground when the treaty of 1835 was made, but was sent off by Mr. Brooks, the commissioner, who told him that he was ordered by the Government to permit no one to be

present but the interpreter ; that two other persons whom the Indians had sent for, as well as himself, to aid them in making the treaty and to listen, (being acquainted with their language,) were also sent off. One of them, François Bark, was made a prisoner ; the other Manuel Flores, ran off, or made his escape ; that François Porier came there and procured of Brooks the release of Bark. The Indians covered Flores with their blankets, to conceal him until he could get away from the troops.

Witness was well acquainted with the Grappes ; they are colored people—griffs. The father passed for a Frenchman, but was a brown-skin ; the mother a griff. Did not see the Grappes at the treaty, though he remained there until Mr. Brooks drove him off ; states that he knows that if Brooks had not driven the whites off from the treaty, these lands could have been purchased for twelve hundred dollars ; knows that the head chief offered to his father, Andre Valentin, to relinquish all the Indian land to him for his stock of goods, which was then worth from a thousand to twelve hundred dollars. This chief was Tarshar, and the offer was made about five or six months before the treaty, which was then in contemplation. Says the Indians were much incensed at Brooks for driving off the whites, but respected the Government ; that the circumstance of the whites being driven off induced the Indians to demand a higher price for their lands than they otherwise would have done.

The Indians went to the prairie country every winter to hunt ; that he (deponent) frequently went with them. When not hunting, they resided for the most part at their villages, at the head of Cos lake ; says he understands the Caddo language well ; has always understood from the Indians themselves that the rivière des Prelles, now called bayou Pierre, was their eastern boundary, and that they have told him they were much surprised when, after the treaty was concluded, Brooks told them they had owned land on the island, for that they did not own land there. This was told him five or six months after the treaty. The Indians never lived or even hunted on Rush island ; never himself went to the island but once ; went then to purchase corn of Mr. Norriss, and some Indians accompanied him. Was requested by the Indians to be at a meeting of the nation held at Colonel Smyth's, as well as several others, to interpret for them. The object of the meeting was to memorialize Congress on the subject of the treaty made with Mr. Brooks, which treaty they said had in it nothing just ; that they had made no reservations in the island. Witness has been raised with the Indians like two trees, side by side. The elder Grappe was his distant cousin ; knows of no grant being made by the Indians to the Grappes ; states that the Indians told him they had sold from the river Sabine along Teran's line to where it intercepts the first red water, and thence up.

Cross-examined.

Was in the habit of trading with the Indians when he had a chance to do so. His father had a store in the nation ; it was owing to that circumstance that they offered him these lands. Neither his father nor himself was authorized by the Government to trade with the Indians. He would not have traded with the Indians but under the hope of gain, though he sometimes lost by it. He was requested by the Indians to come to the treaty. When he came there with his cattle, he sold them to Brooks, and went to the house of one McLeod ; went back next day and told the In-

dians if they wished him to stay he would do so; if not, he would return home. They requested him to stay. The Indians delayed the treaty a few days, (three or four,) because he had not arrived.

On returning from McLeod's, he went to the camp of the Indians, near Brooks's field; and the next morning he was ordered off. He did not ask leave of Brooks to come back from McLeod's. The other persons that were driven away had arrived at the camp the same evening that he had. Does not know that they were there with the consent of Brooks. Always knew the elder Edwards as interpreter to the Indians. John Edwards (the son) was at all times a sickly person until his death, and died of some unknown disease. Does not know whether he spoke the Caddo language well or not; does not know that the whites in the Indian country were opposed to the treaty; was not himself.

The Indians assembled at Colonel Smyth's in consequence of learning, from the copy of the treaty which was shown them, and which they had not known before, that their village was sold. The Indians have, since the treaty, always told him that they had given to Mr. Edwards a piece of land. Mr. Norriss, and many other white persons, were at the meeting at Smyth's. Can't say that he thinks the Indians could be induced to say they had not sold their land by a quantity of whiskey; never saw any one give them whiskey to make them drunk. One Mr. Scott gave them three or four barrels of whiskey, to induce them to make him their agent. They drank the whiskey, but did not make him agent.

Re-examined.

Mr. Norriss had no agency, that he knows of, in calling the meeting at Smyth's. The chiefs that, at the meeting at Smyth's, made the declaration in relation to the sale of their village, were sober. At the meeting at Smyth's deponent did not, as he solemnly avers, see Norriss, or any one from Rush island, give the Indians any whiskey.

JOSEPH VALENTIN, his + mark.

Sworn to and subscribed, with his usual mark, before me, this 10th December, 1840.

ROBT. V. MARYE, J. P.

Sylvestre Poissot sworn.

Has lived at what is now called Spanish Town, in the parish of Caddo, fifty-six or seven years; states that the Indians have told him frequently, and particularly at the meeting at Colonel Smyth's, that the country sold by them to Mr. Brooks was bounded by the line made by General Teran, and lay from where that line struck the first red water to Cypress bayou, and thence west, motioning with their hands in that direction; was sent for by the Indians to meet them at Colonel Smyth's when they assembled there. The object of the meeting at Smyth's was to express their dissent from the treaty made with Brooks, a copy of which they had on the ground. They there said that they never had sold Rush island to the United States, nor set up any claim to, or made any reservation on it. States that he lived

with the Indians intimately fourteen years, and understands their language as well as they do ; has never known the Indians to hunt on Rush island. The river now known as bayou Pierre was, within his recollection, called Canisniere river, afterwards la rivière des Prelles ; knows the Prairie river. The bayou now called Pascagoula runs out of la rivière des Prelles into Prairie river. The bayou first referred to has lately acquired the name of Pascagoula bayou, from the circumstance of some Indians of that tribe having encamped on it.

S. POISSOT.

Sworn and subscribed before me, this 10th December, 1840.

ROBT. V. MARYE, J. P.

Cesair Lafitte sworn.

States that he is fifty-five years of age ; was raised in Bayou Pierre settlement ; has lived in the parish of Natchitoches all his life ; has always known the Indian country as including the highland from the first red water northwestwardly from the rivière des Prelles in question ; that the rivière des Prelles is the first running red water on the east of the Indian possessions ; that he has known no other, and that it is the line. He has never understood, nor have the Indians ever told him, that they owned Rush island. On the contrary, they told him, at a meeting at Colonel Smyth's, that their fathers and grandfathers had told them they held no lands there, and for that reason they held none. Has often been on the island himself, and never saw any Indians on it : has always seen them on the highlands : was raised amongst them ; has hunted with them twelve winters. The Indians called together himself, Boit Lafitte, Andre Valentin, Joseph Valentin, Sylvestre Poissot, and several others, at a meeting at Colonel Smyth's, in order to inform the Government that they had never made any reservations to the Grappes ; and that as they had been once deceived by Brooks, they did not wish to be again. Thinks the four leagues of land reserved to the Grappes, on Rush island, is of the first quality, and worth, with the improvements on it at the date of the treaty, twenty-five dollars per acre, average. Knows the Grappes well. They have lived, since he first knew them, forty years ago, about Camplé and Lake Bistineaux. They are nearly black, with kinky hair. Their residence is about sixty miles below Rush island ; and the Caddo country and many bad lakes and streams between them. Says, that from all circumstances that have fallen under his observation, such as excluding the whites from the treaty, the secret manner in which the reservation to the Grappes was made, and the like, he verily believes that Mr. Brooks meditated a fraud—a fraud on the people on Rush island, the Government, and the Indians. The Indians have told him, both before and since the treaty, that they did not own any land on Rush island. Saw Messrs. Norriss, Dyson, Stockman, and Peter Murphy, at Natchitoches in 1824 ; they went there to prove up Rio Hondo claims on Red river, in Rush island. Thinks that, if the whites had not been driven away from the treaty, the Indians would have sold their territory for the sum of two or three thousand dollars at the most ; perhaps for less than either named sum. It is of his knowledge that all the creoles and Americans settled in this country were anxious that the Gov-

ernment should purchase out the Indians, in order that the country might be settled up.

Cross-examined.

Is well acquainted with the land of Rush island. The good lands extend from the river half a mile ; in some places not so much. Does not know that the back lands can be cultivated, as he has never tried it. Does not know by the water marks on the trees, as he has never measured them. Would be willing to buy these lands at twenty-five dollars per acre, if he had the means. The persons settled on the highlands on bayou Pierre, and near it, were owners of large stocks of cattle, on which they depended for their income. Owing to the increase of population since the treaty, these persons have been obliged to sell off the most of their stock, the range being exhausted. Since his earliest recollection the creoles and people in general were in the habit of trading in goods, buffalo tongues, robes, &c. Has heard that Mr. Brooks, on coming here as agent, forbade the whites to trade with the Indians within their territory. Was himself in the habit of trading with the Indians before Brooks came, but has not done so since ; and does not know that the order created any dissatisfaction. Understood that the location of the Rio Hondo claims was limited to the west side of Red river. Does not know that the Rio Hondo claims proved up on Rush island, in 1824, were suspended in consequence of the land being owned by the Indians. These claims are on the west bank of Red river. Witness thinks the territory sold under the treaty of 1835 was worth fifty cents per acre.

CESAIR LAFFITTE.

Sworn to and subscribed before me, this 11th December, 1840.

ROB. V. MARYE,

Justice of the Peace.

John Joseph Le Barb sworn.

Deposeth that he is thirty-four years of age ; has lived in the Bayou Pierre settlement since a small boy ; was at the treaty of 1835, in company with Lewis Naville Rembin and Charles Rembin, and (having heard the testimony of Lewis N. Rembin read, and being questioned by Messrs. Ragan and Savage, as to his knowledge of the matters mentioned therein) states that he has heard the testimony as given in by Mr. Rembin, and also the same read and explained to him ; believes he understands it thoroughly, and concurs in it, having been present with Rembin ; is particular in regard to the eastern boundary of the Indian land being the rivière des Prelles, or bayou Pierre. The Indians did not intend to sell Rush island, or deem that they owned it. Does not know the Grappes, or believe that they were at the treaty, not having seen or heard of them there. With regard to a donation, to old Edwards, and no other person ; to Joseph Valentin, Flores, and Bark, being driven from the treaty ground, was with Naville Rembin all the time ; and, when permitted to be with the Indians, was guarded by soldiers in the same way. Knows that Norriss and others had improvements, and resided on Rush island at the time of the treaty, and that it was within the knowledge of Brooks. Never saw any Indians

on Rush island. It was expressly stipulated by the Indians that Edwards, who had an Indian wife, should have a reservation, but he heard of no other reservation whatever.

Cross-examined.

Does not know how long the treaty lasted. Nothing was signed that he knows of while he stayed. Was there from midday to the following morning early.

Re-examined.

Does not know whether or not the treaty was concluded, with the exception of the signatures, at the time he left the ground.

JOHN J. LE BARB, his + mark.

Sworn to and subscribed, with his mark; before me, this 11th December, 1840.

ROB. V. MARYE, J. P.

Michel Lattier sworn.

Is a native of the parish of Rapides; has lived on the east of Red river, in the parish of Claiborne, since 1833. States that Mr. Jehiel Brooks, to his knowledge, assisted Mr. Dupree to build him a dwelling-house on Rush island, below Mr. Norriss's, previous to the conclusion of the treaty of 1835 with the Caddoes. Mr. Brooks did not then make any objection to Dupree's building and settling there. At that time, Samuel Norris, Lefroy Dupree, François Porier, Antoine Porier, François D. Porier, Leonard Dyson, and John B. Prevost, were all residing on the island, and on the land since reserved by the treaty of 1835 to the Grappes. All the individuals named, with the exception of Dyson, had families; Dyson was an old man. Mr. Norriss had 25 or 30 acres of land cleared and under cultivation, with all necessary buildings; Francis Porier about same quantity, with a good dwelling and other houses. All the other persons named, except Dyson, had buildings and cleared land. Thinks the reservation of four leagues to the Grappes was, in 1835, worth an average of \$5 per acre, and not more including the then made improvements.

Cross-examined.

Would not at this time, if he had funds to purchase, give more than ten bits per acre for the whole reservation, with such improvements as existed in 1835.

Re-examined.

Knows that a Mr. Pills has a large plantation in cultivation on said reservation, with a cotton-gin and press. Mr. Mahlé, also, has a large farm in cultivation, with a cotton-gin. Porier's place has about 50 acres of land cleared; Mr. Norriss's a cotton-gin. Thinks it worth about \$10 the acre to clear land on Red river. Thinks Norriss's gin worth about \$1,000; has not seen the others closely.

Cross-examined.

Mr. Pills's improvement has been made since 1835, and the greater part of Mahlé's and Francis Poirier's. Thinks the front land on Rush island as good as any on Red river. Mr. Norriss's gin has been built since 1835. Deponent was raised a planter.

MICHEL LATTIER.

Sworn to and subscribed, before me, this 9th December, 1840.

ROBT. V. MARYE,

Justice of the Peace.

Francis Lattier sworn.

States that it is of his own knowledge that Mr. Brooks assisted Mr. Dupree in raising his house on Rush island, in the year 1833 or 1834.

FR. LATTIER.

Sworn to and subscribed, before me, this 9th December, 1840.

ROBT. V. MARYE,

Justice of the Peace.

Pierre Rublo sworn.

Deposes that he is a native of Natchitoches parish, and 75 years old; has known the Bayou Pierre settlement 58 years; remembers the change in the Government in 1803. The Caddo Indians came to this country from Pecan point about three or four years before that period; they had come from Kio Michie to Pecan point previously; is well acquainted with their language, and has hunted with them several winters. It is certain their lands could have been purchased of them for a much smaller sum than was paid for it, because they wished to retire from it, and therefore esteemed it of little value. The game was exhausted, and they were in consequence obliged to extend their hunts as far as the Cross Timbers, in order to procure enough food. The Governor of Montereé sent a messenger express to the Caddo tribe, to invite them to emigrate to that country, and offered liberal pay to any whites that would conduct them out. A deputation of eighty-three persons from the Caddoes, about sixty of them warriors, the balance women and children, was sent to Montereé; himself and Joseph Valentin accompanied that deputation. The deputation was asked by the Governor of Montereé if their tribe had received any lands from the Americans; and replied that they had not; that they came to their then residence whilst the country was owned by France, from whom they had received no lands; nor had any since the change of government been assigned to them by the Americans; they had held their villages without disturbance from either of the Governments. The Governor General of Montereé asked the deputation if they wanted lands, offering, at same time, to assign them a country, if they would remove to it. They replied, that they did; and would come and settle on it; whereupon, the Governor General did assign to them a tract of country, lying on the Guadalupe river, commencing where the upper road from St. Antoine to Nacogdoches crosses that stream,

and running up it to its source. This happened in August, 1821. The Indians informed deponent that it was their intention to emigrate to the country thus given them, but does not know whether their failure to do so is attributable to the revolution in Texas or not. The Caddoes have always occupied the highlands; has never seen them in the swamp; has heard them say that their lands extended from Cypress bayou along the hills upwards, and has never known them to claim Rush island. It is about 40 miles from the Caddo villages to Isle des Prelles. They stayed generally at their villages. Their large hunting parties went westward. They hunted occasionally in small parties in the direction of bayou Pierre, but has never known them cross that stream.

Cross-examined.

Knew François Grappe, the father, about fifty years; he stood high with the Indians, and was their civil adviser in most important matters; was held in esteem by the Indians to his death, and understood their language better than themselves. The children of Grappe were not raised among the Indians, but hunted with them, as deponent was in the habit of doing; knows that Jacques and Balthazar spoke the Indian tongue about as well as he (deponent) did, and Dominique about as well as the creoles generally. In the year 1801, François Grappe was a man considerably advanced in years, and his sons, mentioned above, grown young men. Grappe, the father, was a man of mixed blood—a part Indian, of what nation he does not know, but has heard an aunt of Grappe's say that he was of the Chitimche tribe.

Re-examined.

John Pierre and Onezieme Grappe are the legitimate sons of John Baptiste Grappe, who was the full brother of François Grappe, deceased, Jacques, Balthazar, Honoré, and Dominique, sons of François Grappe, and in whose favor the reservation named was made, were nearly black, their mother being a negress.

PIERRE RUBLO, his + mark.

Sworn to and subscribed before me, this 12th December, 1840.

ROBERT V. MARYE, J. P.

Manuel Laffitte sworn.

States that he was born and raised on the bayou Pierre. The Indians have told him what lands they sold by treaty in 1835, but not the quantity; they sold from Teran's line, where it touched Red river, out towards sunset. They told him they sold to the rivière des Prelles, on the east, now called bayou Pierre, which name he never heard until the treaty. Has never heard the Indians claim Rush island, but has heard them say that they held no claim to it; if they had a right to it, they were ignorant of it. Knows when Mr. Brooks first came to the country, and has never heard him claim the island for the Indians. Knows the Indian language well—was raised with them.

Cross-examined.

Never heard Brooks say that he did not claim Rush island. Never heard him say any thing about it.

MANUEL LAFFITTE, his + mark.

Sworn to and subscribed before me, this 11th December, 1840.

ROBERT V. MARYE, J. P.

Joseph Valentin further examined.

States that he went with a deputation of Caddo Indians about nineteen or twenty years since. Then heard the commandant ask the Indians if they owned any land, who was answered by the chiefs that they had none; that they had lived with the Spaniards, French, and Americans a long time, but had not as yet received a donation of land from them.

Witness states that the Caddoes came into this country to avoid the Osages, of whom they stood in fear.

The Mexican Government gave them a tract of country, which they accepted, but did not go to occupy it, in consequence of the revolution in Texas, and the illness of one of the Indians—an old man whom they much respected, and whom they did not wish to leave behind.

The Caddoes requested him (deponent) to go with them to their new country. The determination of the Caddoes to leave this section and settle on the lands donated them by the commandant of Monterée, was manifested at the time Mr. Jehiel Brooks came out as commissioner, as well as before. Their departure was arrested by Mr. Brooks, who told them that he had papers, and a gunsmith, and other things for them, and that he wished to buy their lands.

The deputation of Monterée amounted to about eighty-two in all—about sixty warriors, seven of whom were chiefs and head men, the balance women and children.

The Indians have always told him that the Bayou Pierre chute of Red river, formerly called la rivière des Prelles, was their boundary. Knows that it was the opinion of the people generally of this country, that Mr. Brooks, by the treaty of 1835, did defraud the settlers on Rush island of their lands. Deponent is satisfied that the Indians would have left the country about the time Mr. Brooks came to it, if he had not held out inducements to them to remain, because several families, (five or six in number,) actually left and crossed the Sabine on their way.

JOSEPH VALENTIN, his + mark.

Sworn to before me, this 15th December, 1840.

ROBERT V. MARYE, J. P.

STATE OF LOUISIANA, *Parish of Caddo* :

This day personally came and appeared before me, the undersigned, justice of the peace in and for the State and parish above written, Charles A. Sewall, who, being sworn, deposeth as follows :

That, in a conversation with Mr. John C. McLeod, since deceased, the said McLeod told him that the goods given to the Indians by Mr. Jehiel Brooks, as payment in full of the second instalment due them under the treaty of 1835, were, at the rate at which he then sold the goods, not worth more than fifteen hundred dollars; but that he cared not, for that Brooks had promised him five hundred dollars to procure a receipt in full from the Indians, and that he had succeeded in doing so. Deponent further states, that said McLeod told him that Brooks offered Edwards, the captain of the steamboat Charleston, one hundred dollars per hour to wait for him to take him off, as he apprehended danger from the Indians if he remained, as they were getting drunk; further, that Mr. Larkin Edwards told him that the Indians had asserted that the amount paid them by deponent, as agent, exceeded in amount all they had previously received from the United States.

CHARLES A. SEWALL.

Sworn to and subscribed before me, this 15th December, 1840, in the town of Shreveport.

ROBERT V. MARYE, J. P.

STATE OF LOUISIANA, *Parish of Caddo*:

Larkin Edwards this day personally came before me, the undersigned justice of the peace, and, being duly sworn, deposes that he was interpreter for the Caddo Indians, under the agency of Mr. Jehiel Brooks, previous to the treaty made with them in 1835, and says he saw ten boxes containing merchandise, for the payment of the second instalment of ten thousand dollars due said Indians, conformably with said treaty; that each box was marked \$1,000; that, after the Indians had consented to receive said boxes as equivalent to the instalment due them, he saw them opened, and was of opinion, as he still is, that the contents of the whole ten boxes were not worth over fifteen hundred or two thousand dollars; and that such seemed to him to be the opinion of those who saw the goods, as well as himself. Deponent says that, when these boxes were tendered to the Indians, they were tendered as full payment of the ten thousand dollars then due them, and Mr. Brooks refused to allow them to be opened until the Indians should sign a receipt in full for the instalment; that the Indians refused for several days to take them, and did not consent to receive them until after Mr. Brooks had left the ground and been absent several days, when one Mr. John C. McLeod, as agent for Brooks, succeeded in procuring their receipt, and delivered the goods; that, on opening the boxes, the Indians were very much dissatisfied, and complained that they had not received one-half of what was due them; and, further, that one of the boxes contained rifles, and not more, to the best of his recollection, than thirty to thirty-five in number; that they were of very common quality, and were the only contents of that box; the other boxes contained blankets, strouds, domestics, &c., and some trinkets; states, further, that said McLeod told him at Coats's bluff, that he was instructed by Mr. Brooks to deliver the goods named to the Indians whenever they should sign a receipt in full for the instalment, and not before, and to tell them that if they did not take the goods they should have nothing. States that the Indians appointed Mr.

John G. Green their agent to receive the third instalment of ten thousand dollars, promising to continue him in office, if he should be faithful to them, until they were paid off by the Government; that said Green, on receiving the appointment, went North, and did not return for eight or nine months; that, on his return, he sent for deponent, and told him that he had brought on goods to pay the Indians in full, but said that he did not wish to make the payment in Shreveport, where he then was, but would send them the goods to some other point; that said Green did send a few goods in a boat, by the son of deponent, to Shenix's ferry, on Ferry lake; and that the Indians, on going to that place to receive them, found the quantity of goods so small, and so trivial in value, in regard to the amount due them, that they absolutely refused to receive them, and that they never did receive that instalment, or any part of it, unless, perhaps, a barrel or two of flour, which was supplied them when they came to Shreveport to see him on the subject of the annuity.

LARKIN EDWARDS, SEN.

Sworn to and subscribed before me, this 16th December, 1840.

ROBERT V. MARYE, J. P.

COMMITTEE ON INDIAN AFFAIRS,

House of Representatives, March 19, 1840.

SIR: I am directed by the Committee on Indian Affairs to forward to you the enclosed interrogatories, with a request that you will take the answers of Dr. D. M. Heard, and any other witnesses who may be brought before you by Jehiel Brooks or Samuel Norriss, and return them to me carefully sealed and authenticated in the manner prescribed by the laws of Louisiana.

This letter will be your commission to take the testimony of the above-named witnesses, and of any others who may be brought before you, to be read and considered in the question now pending before said committee, under an order of the House of Representatives, on a charge of fraud alleged in the memorial of Samuel Norriss, in the negotiation of the treaty concluded on the 1st July, 1835, between Jehiel Brooks, the commissioner on the part of the United States, and the Caddo Indians.

Major Brooks may desire to propound *cross* or additional interrogatories; if so, you will of course allow him to do so. Mr. Norriss will be entitled to the same privilege in the examination of any witness brought forward by Major Brooks.

I am, respectfully, your obedient servant,

JNO. BELL,

Chairman Com. on Indian Affairs.

HON. CHARLES E. GRENEAUX.

P. S. I am advised that John A. Ragan, Esq., of Natchitoches, will attend to the examination of the witnesses in behalf of Norriss, if applied to.

B.

Interrogatories to be propounded to Dr. D. M. Heard, Natchitoches, La.

1st. Were or were you not witness to a treaty made on the 1st day of July, in the year 1835, at the agency house in the Caddo nation of Indians, in the State of Louisiana, by Jehiel Brooks, commissioner on the part of the United States, and the chiefs, head men, and warriors, of the Caddo nation of Indians? And are you not represented as being a witness to certain supplementary articles to said treaty, containing several reservations of land, in the names of certain persons of the name of Grappe? If yes, please state the circumstances and particulars under which you became a witness to said treaty.

2d. Were you present during the whole time said negotiation was in progress? If you were, state all you know in relation to the circumstances and facts attending the transaction.

3d. Do you know whether Jacques Grappe, Balthazar Grappe, and Dominique Grappe, or any of them, were present at the time of making the aforesaid treaty, or whether any of the heirs of François Grappe, deceased, were present? If not, who was representing said persons, or any of them? State all the particulars you know in relation to the reservations made in the supplemental articles to said treaty, and the manner of the claims being presented.

4th. Do you know any thing about a number of white persons who were present, or desired to be present, at the making of the treaty, but who were ordered off by Jehiel Brooks, the commissioner, or ordered off by the commander of the United States troops then present, at the instance or solicitation of said Brooks? If you know any thing about it, state all the particulars, and the reasons they were sent away; also the names of the persons.

5th. At the time you signed said treaty as a witness, did you know there were any reservations of land in it in favor of the heirs of François Grappe, or any of the Grappes mentioned in the third interrogatory? If yes, state the quantity, the place, and all other particulars fully.

6th. If you know any thing about the supplemental articles to said treaty, and the reservations mentioned in them, what was the reason given by Brooks, or any other person, for making the supplemental articles, and why were not the reservations made in the body of the treaty? State all the particulars and facts, as far as you know them.

7th. Were the supplemental articles aforesaid read in the same manner, and signed at the same time, as the original articles of the treaty? If not, what were the reasons?

8th. During the time of the negotiation of said treaty, did you hear of the Grappes, or any of them, setting up any claim or claims to reservations of land, or was any person present urging such claims in their behalf? If yes, state who, and all other particulars.

9th. Do or do you not know that Jehiel Brooks, the commissioner who negotiated the treaty aforesaid, immediately after it was concluded, purchased, or contracted to purchase, all the aforesaid reservations of said Grappes? If yes, state dates and circumstances, the price paid, or to be paid, and every thing else in relation to the purchase or contract.

10th. What was the value of the land contained in the aforesaid reservations in July, 1835, and at this time, as nearly as you can judge?

11th. Do you know any thing more in relation to this subject, other than what you have stated? If you do, state it fully.

12th. Did the Grappes, or any of them, reside on the land reserved to them in the aforesaid treaty? If not, where did they live, and how far from the said reservations?

13th. Were or were not a number of white persons living on the land included in said reservations at the time of making the treaty, and did not Jehiel Brooks know it? State the number, names, extent of improvements, and other particulars.

PARISH JUDGE'S OFFICE,

Natchitoches, (La.), September 16, 1841.

SIR: In conformity with a commission to me addressed, by the chairman of the Committee on Indian Affairs, I have taken the depositions of all the witnesses who have been brought before me, by Jehiel Brooks and Samuel Norriss, "to be read and considered in the question now pending before said committee, under an order of the House of Representatives, on a charge of fraud alleged in the memorial of Samuel Norriss, in the negotiation of the treaty concluded on the 1st of July, 1835, between Jehiel Brooks, the commissioner on the part of the United States, and the Caddo Indians."

I return, herewith, the commission and interrogatories propounded to the witnesses, together with the answers and depositions. I have given the parties great latitude, leaving it entirely with the committee to admit or reject such part of the evidence as they may deem proper.

These documents belonging to your Department, I have thought it best to forward them to you, with a request that they may be laid before the committee.

I am, respectfully, your obedient servant,

C. E. GRENEAUX.

HON. JOHN BELL,

Secretary of War, Washington City.

STATE OF LOUISIANA, *Parish of Natchitoches* :

Be it remembered that on the fifth day of May, in the year of our Lord one thousand eight hundred and forty, by virtue of a commission to me directed by the Hon. John Bell, chairman of the Committee on Indian Affairs, dated March 19, 1840, to take the depositions of D. M. Heard, and other witnesses, on a charge of fraud, alleged in the memorial of Samuel Norriss, in the negotiation of the treaty concluded on the 1st of July, 1835, between Jehiel Brooks, the commissioner on the part of the United States, and the Caddo Indians, and having notified the said Jehiel Brooks on one part, and Samuel Norriss, by his attorney, John A. Ragan, on the other part, of the time and manner of taking the said depositions, and they both being present, I proceeded, in virtue of said commission, to cite, and cause to appear before me, the said Daniel M. Heard, to answer to the interrogatories propounded and attached to said commission, who, being first duly sworn on the Holy Evangelists of Almighty God, deposes and answers,

To the 1st interrogatory. Says he was a witness to the treaty; he was a witness to the supplementary articles of that treaty, containing reservations in favor of the Grappes, and that he is represented as a witness thereto; and, if his memory serves him right, he signed, as a witness to the said supplementary articles; he was on the ground as acting assistant surgeon, employed by the Government of the United States to attend in that capacity the detachment of troops under the command of Captain Harrison, U. S. A., and was invited, after his arrival, by the commissioner, Colonel Jehiel Brooks, to attend the council as a witness to the treaty, and attended the council regularly, every day, until the conclusion of the treaty.

To the 2d interrogatory. He was there at the council, every day, from the opening of the council to its adjournment; did not see any thing transpire that indicated dissatisfaction on the part of the Indians, or any one else, during those periods of the day.

To the 3d interrogatory. Does not know any thing of the Grappes being present, or of their being represented by any one, or of the heirs of François Grappe, deceased, being there or represented. So far as his recollection serves him, witness says Colonel Brooks, the commissioner, informed witness with those present, that there were supplementary articles to the treaty on the table, for their inspection. Witness and others were about to proceed to read these supplementary articles, when Captain Harrison observed that it was not necessary to read them, as they had been read and translated to the Indians, who were apparently satisfied with them; on which witness signed the supplementary articles to the treaty, without knowing any thing of the contents of these supplementary articles, except that he was told that these articles contained reservations; did not hear in whose favor these reservations were.

To the 4th interrogatory. That intelligence was given to Col. Brooks and Capt. Harrison, that two suspicious persons were in the Indian camp, who were taken under guard. Witness does not know this, but heard it rumored, and understood that these men were ordered off, as suspicious persons, by Capt. Harrison and Col. Brooks; does not know the names of these persons; they were considered as persons who ought not to be in the Indian camp, because they might influence the Indians.

To the 5th interrogatory. Says he has answered the 3d interrogatory, and knows nothing about these reservations.

To the 6th interrogatory. Knows nothing more of the supplementary articles than what he has stated; does not know why these articles were not inserted in the body of the treaty.

To the 7th interrogatory. Has already stated that the supplementary articles were not read in his presence, but that, as far as his memory serves him, these supplementary articles and the original articles of the treaty were signed at the same time.

To the 8th interrogatory. Has no knowledge of the Grappes being present or setting up any claims to the land, or of any one's urging claims for said Grappes.

To the 9th interrogatory. Some time after the execution of the treaty, witness understood that Jehiel Brooks purchased the claims of the Grappes to the land; does not know when he purchased from them, or the price to be paid.

To the 10th interrogatory. Does not know and cannot tell the value of those lands.

To the 11th interrogatory. Knows nothing further, that he recollects of.

To the 12th interrogatory. The Grappes did not, to his knowledge, reside on the lands reserved; understood that they lived near Camplé, about 60 or 80 miles from the land reserved.

To the 13th interrogatory. Does not know.

The witness, having answered the interrogatories annexed to the said commission, was cross-examined by the parties, as follows, after having been duly sworn to answer truly all questions propounded.

Interrogatories by Jehiel Brooks to Dr. D. M. Heard.

Are or are you not interested in the purchase or sale of lands in the reservation to the Grappes, contained in the Caddo treaty? If yea, state the particulars, from whom acquired, to whom sold, and with whom connected.

Answer. He has not purchased; does not now or ever did own a cent's value of the said land; and is not in any manner interested in said lands.

Were you or were you not frequently out during the sessions of the council?

Answer. He may have gone out to get a drink of water, or something of the kind; he possibly may have been out, but thinks he was pretty generally in attendance.

Where or in what portion of the agency house were the councils held?

Answer. They were held at the end of the gallery farthest from the river.

Did or did not the commissioner say, at the opening of the council for the signing of the treaty, "here are the papers, gentlemen, containing a treaty of limits and cession of all the Caddo land falling within the United States, and supplementary articles, containing reservations of lands to individuals," or words to the same import?

Answer. He observed that there was the treaty of cession of those lands by the Caddoes; does not recollect the particular remarks about the reservations in the supplementary articles; though they were told, in words similar to those in the question, that there was the treaty and supplementary articles thereto.

Question. Were any of these papers read by the witnesses before signing? If yea, what did the papers so read contain, and by whom read?

Answer. Those papers were translated to the Indians in the presence of the witnesses before signing; the papers were on the table and open; the witnesses had an opportunity of reading them or not, as they pleased; that they did occasionally take them up and read them; that witness, Lieut. Bonnell, Field, and others, were in the habit of taking up these papers, which were on the table for their inspection, and reading them. Mr. Williamson also read these papers, as the other witnesses did.

Did or did not Captain Harrison state, in addition to the remarks before related, that he had often attended Indian treaties, or words to that effect?

Answer. Yes; Capt. Harrison did use words to that effect.

Do you or do you not recollect that but one of the white men, as reported to be found in the Indian encampment, was taken into custody by the military, and that the other was reported by the guards to have made his escape?

Answer. That there were two men reported to have been in the Indian

camp; cannot say whether one or both were taken into custody; they were said to be suspicious characters.

Did or did not the commissioner express any objection, or show any unwillingness, towards any person whatever in attending the council, or in visiting the council-house, during the continuance of the council?

Answer. Heard no objection made to any person; did not discover any uneasiness on the part of the commissioner at the attendance of *any* one at the council-house or council.

Were there or were there not a chain of sentinels posted around the Indian encampment, immediately after the white men were found in it, and was any person but Indians permitted afterwards to enter it without the pass word? and did not this occur immediately before the first council?

Answer. There were a chain of sentinels posted along the Indian camp, and no one but Indians allowed to pass them without the countersign; does not recollect whether it was prior or subsequent to the first session of the council.

Did you or did you not know any thing of Brooks's purchase of the Grappes, other than from the public notoriety of it throughout this section of country?

Answer. I knew it from public notoriety.

Did or did not the commissioner, on calling up every individual Indian of the council, ask him if he knew and was satisfied with what he was about to sign? and did any one individual of said council express or exhibit any unwillingness or reluctance in subscribing to the same?

Answer. Each individual Indian was asked, through the interpreter, Mr. Edwards, whether he knew what he was about to sign, and was satisfied with it; there was no objection, dissatisfaction, or unwillingness, urged by any individual Indian, or any person present.

Was or was not the commissioner in bad health at the time of executing the treaty with the Caddo Indians, on the morning of the 1st of July, 1835?

Answer. Yes; he was in a delicate state of health.

Questions propounded by J. A. Ragan, for Samuel Norriss.

How many days was the council in session?

Answer. Three, or four, or five days; does not recollect.

Was or was not the treaty signed two or three days prior to the signing of the supplementary articles?

Answer. According to his belief and recollection, they were all signed together.

Were you or were you not as much in attendance on the sessions of the council as any other of the witnesses?

Answer. Yes; he was.

Did you know Jacques Grappe, Balthazar Grappe, and Dominique Grappe, or the heirs of François Grappe, at the time of the treaty?

Answer. He did not know them then, and does not know them now.

If they had been present, do you not think you would have known it?

Admitted by Colonel Brooks that the Grappes were not on the treaty-ground at this time; and their interest was represented by depositions placed in the hands of the commissioner.

[The latter part of the foregoing admission was objected to by Mr. Ragan, as illegal.]

Did you or did you not know any thing of the reservations contained in the supplementary articles to the treaty?

Answer. No; he did not.

Do you or do you not know if any of the other witnesses read these supplementary articles?

Answer. He does not recollect. They were on the table, subject to the inspection of the witnesses.

Were you or not present the whole time, with the witnesses, that the papers referred to were on the table for inspection?

Answer. Yes, pretty generally.

Did or did not Captain Harrison state, in the presence of the witnesses, while the papers were lying on the table, that it was unparliamentary to read the supplementary articles?

Answer. Captain Harrison did state that it was not necessary to read those articles; that the Indians were perfectly satisfied; and insinuated that it would be unparliamentary to read them. This is as near as witness recollects.

Question propounded by Col. Brooks.

Did Captain Harrison, in his remark just alluded to, speak singly as to the supplementary articles, or to the whole treaty as then presented for signature?

Answer. Does not know to which he had reference.

And there being no further questions at present for Dr. Heard, his testimony is closed, with the privilege to either party to have him recalled.

D. M. HEARD, M. D.

Sworn to and subscribed, on this 5th day of May, A. D. 1840, before me,

C. E. GRENEAUX,

Parish Judge.

STATE OF LOUISIANA,

Parish of Natchitoches, May 5, 1840.

We, Jehiel Brooks, and John A. Ragan, counsel for Samuel Norriss, do hereby waive all objections as to the form and manner, time and place, of taking the answers of the witnesses to the interrogatories forwarded by John Bell, Esq., to be propounded, in the presence of the parties, to the witnesses by the Hon. C. E. Greneau; which answers are taken by commission, to be laid before the Committee on Indian Affairs; and acknowledge that we have each been regularly notified to attend the taking of said depositions.

Done at the town of Natchitoches, at the office of C. E. Greneau, parish judge of said parish, on the day and year above written.

J. BROOKS.

JOHN A. RAGAN,

Attorney for S. Norriss.

Signed before me,

C. E. GRENEAUX,

Parish Judge.

And afterwards, to wit, on the 12th day of May, 'A. D. 1840, personally appeared before me, the undersigned parish judge, Athanase Poissot, witness on the part of the defendant, who, being first duly sworn, says, for answer to the questions propounded, as follows :

Questions by J. Brooks.

Were you acquainted with François Grappe, commonly called Touline ?

Answer. Yes, he knew him.

Was or was not said Touline, or François Grappe, of Indian extraction by the mother's side ?

Answer. Yes, he understood him to be of Indian blood.

Did or did not you understand that said Touline's Indian blood, from the mother's side, was Caddo ?

Answer. He does not know.

Did or did not François Grappe, or Touline, live for a number of years on the borders of Lake Bistineaux, opposite to Rush island ?

He had his vachery there, on the east side of the lake, but does not know if Grappe resided there ; but witness has been to Touline's vachery several times, in company with Touline, or Grappe.

Was or was not François Grappe, or Touline, a civil chief of the Caddo nation for many years ?

Witness does not know if he was a chief, but he was in great esteem with the Caddo Indians ; or, in witness's words, " beaucoup considéré."

Were not these Indians in the habit of calling on François Grappe to assist and advise them in their intercourse and business transactions with the French and Spanish authorities, and in their business transactions generally ?

Answer. Yes.

Did not Touline, or Grappe, entertain and furnish food to any of the Caddo tribe that called on him, and did he not keep what is termed " open house" for the tribe ?

Says yes ; that the Indians never came here without going to see him.

How many years, to your knowledge, did this intercourse exist between Grappe and the Indians ?

Says about thirty years.

Was not the nick-name of Touline given to François Grappe by the Caddo Indians ; and did you ever hear him called Grappe by the Caddoes ?

Witness does not [know] that the Caddoes gave him this nick-name, but he never heard them call him any thing else but Touline.

Was not Jacques Touline, or Jacques Grappe, the eldest son of François Grappe, or Touline ?

Says yes ; he believes he was.

Has not Jacques Grappe, since the death of his father, François Grappe, or Touline, filled the same station with regard to these Indians that his father did before him ?

Says he does not know.

Did not François Grappe maintain a high respectability for his probity and honesty ?

Answer. Yes ; there is *nothing* to be said against him.

Have not the children of François Grappe enjoyed the same respectability for their probity and honesty as their father ?

Answer. Yes ; they have.

You mean Jacques, Dominique, Balthazar, and the others of the family?
Answer. Yes.

Witness, being asked, says he (witness) is a creole of this parish, and is sixty-five years of age.

Cross-examined by J. A. Ragan, Esq., for Samuel Norriss.

Do you know, of your own knowledge, that François Grappe had any claim on the justice or generosity of the Caddo Indians, or is it from hearsay?

Answer. That it is to his own knowledge that he was "beaucoup estimé," or much esteemed by the Indians; does not know whether there were any interested motives in the matter.

Did you ever see François Grappe in the Caddo nation or their villages?

Answer. He never saw him in the villages, but knows that he went there several times.

How do you know that François Grappe was at the villages, when you say you never saw him there?

Says that he (witness) lived on the road to these villages, and that Toulouse, or Grappe, in passing, told him that he was going to the villages; that he went several times.

What distance is it from the old vachery of François Grappe, on the east side of Lake Bistineaux, to the Caddo villages?

From three to three and a half days' journey.

Are there not a wide lake, two rivers, and a very extensive bad swamp, between the said vachery and the said villages? And do you know that these Indians often passed by that route?

They sometimes passed there, but generally they passed by the road through Natchitoches to Camplé.

Was not the mother of Jacques Grappe, Dominique Grappe, and Balthazar Grappe, and the other children of François Grappe, a negress?

Yes; she was.

Is it not, to your knowledge, that it is not contrary to the custom and habits of the Caddo Indians to have any one as a chief of their nation who is not a full-blooded native Caddo?

It is not to his knowledge that they were in the habit of choosing other than of their own tribe for chiefs: it was from father to son, and to relatives.

Do you know the legitimate heirs of François Grappe?

Witness knows the nephews and nieces of François Grappe; that he had no lawful children, and had no other than natural children. His nephews and nieces reside about Camplé.

Have you any direct or indirect interest in this affair?

Says he has none.

Do Jacques, Balthazar, and Dominique Grappe, live at the old vachery? or where do they reside?

Says he does not know where any live, but has heard that Jacques Grappe lives on the old vachery; believes that the others live near Camplé.

Witness, being asked, says he does not know when the Caddoes came here; but they have been here as long as he can recollect.

Re-examined.

S. POISSOT.

Sworn to and subscribed, on this 12th day of May, A. D. 1840, before me,
C. E. GRENEAUX, Parish Judge.

Jean Baptiste Perot, having been duly sworn as a witness for plaintiff, says, to the following questions :

Do you recollect if the Grappes were at home at the time of the Caddo treaty, and if they told you they were at home at that time? Is it or is it not to your personal knowledge?

Says he does not know if the colored Grappes or Toulines were at home or at the treaty.

It is admitted that none of the Toulines or Grappes were at the treaty.

Witness, being asked, says that the mother of Jacques Grappe was a negress; that his father, François Grappe, was considered a white man.

Cross-examined.

Witness, on being asked, says that Athanase Poissot's evidence, with regard to the intercourse existing between François Grappe, or Toulaine, and the said Caddo Indians, is also within his own knowledge; that François Grappe acted as interpreter before Dr. Sibley, then Indian agent here; that, at each assembly here, the said Toulaine was called by them as interpreter. Witness saw old François Grappe, or Toulaine, die. It is more than ten years ago.

Has not Jacques Grappe, since the death of his father, filled the same station with the Indians as his father?

Does not know; for, since the death of Toulaine, witness has not known the Indians to have come here. Has heard they did come once since his death, but witness was not present. Jacques Grappe did not live much about Camplé, but has generally lived at the old vachery, on Lake Bistineaux.

Re-examined.

Is not your wife a legitimate heir of François Grappe, deceased?

Yes: my first wife was a legitimate niece of François Grappe.

If this reserve shall not be annulled, do you or do you not expect that your son will receive his portion of the said reserve of one league?

On this question being propounded, the defendant objected to it, when the commissioner decided that he had no right or authority to refuse any question that might be propounded. Whereupon the witness answered as follows:

Yes, certainly, he believes he will. Witness himself has no interest, as his son is of age.

Witness is about fifty years of age.

J. B. PEROT.

Sworn to and subscribed, on this 12th day of May, 1840, before me,
C. E. GRENEAUX, *Parish Judge.*

And afterwards, to wit, on the 14th day of May, 1840, John A. Ragan, counsellor for S. Norriss, being present, was called on to be sworn and to testify by J. Brooks, and answer the following questions; when the said J. A. Ragan refused to be sworn as a witness, on the ground that of having

an interest in annulling the claim of Brooks, because he is interested in the lands covered by the reservation, which he hopes to obtain under the guaranty which he holds and for fees which he expects to receive from various Rio Hondo claimants on said reserve; and because he knows nothing about the execution of the said treaty and reserve except from hearsay. After this refusal, Ragan, Esq., demanded oyer of the interrogatories, whereupon they were at first repressed, but were afterwards submitted as follows, to wit:

1st. Did you not write the memorial for Samuel Norriss and others, in November, 1829, forwarded on to Congress, charging Jehiel Brooks with certain frauds in relation to the treaty made with the Caddo tribe of Indians on the first day of July, 1835?

2d. Had you not, previously to your writing the said memorial, sold six hundred and forty acres of land, or thereabouts, to Mr. Ambrose Lecomte, and another adjoining Norriss's tract of land above, and lying within the reservation made by the treaty to the Grappes?

3d. Had not Mr. Lecomte and another, at the time you wrote the memorial, brought a suit, under the laws of Louisiana, of jactitation of title, against Jehiel Brooks, in order to have recourse against you for the purchase money?

4th. Did you not leave Shreveport, the parish seat of the parish of Caddo, and go down to Norriss's, unsolicited, at the time you wrote the memorial?

Which questions said Ragan refused to answer, for the reasons above stated.

Colonel Haden Edwards, a witness on the part of Colonel Jehiel Brooks, being sworn, answers and testifies as follows, to wit:

Question propounded by J. Brooks. Are you personally acquainted with Samuel Norriss, now residing in the parish of Caddo, in the State of Louisiana? If yea, state the time and place of such acquaintance, and the circumstances attending it, so far as regards the credibility of the said Norriss, either in a private or official capacity, as also every other fact that goes to prove him not be a citizen of these United States.

Answer. That, in the summer of 1825, in consequence of he (witness) having obtained a grant of land from the Mexican Government, for the settlement of families, he (witness) moved to Nacogdoches, in Texas, where he first became acquainted with Samuel Norriss. In the fall of the said year, there was an election held for alcalde of that place and the neighborhood; the said Norriss and Chaplin became candidates. Chaplin was elected, and received the papers from the former incumbent. Norriss being disappointed, called together the few Mexicans (perhaps twenty-one or two) that were then residing in the country, who privately elected him alcalde. Norriss, upon which proceedings, wrote to the political chief that Chaplin was elected by the American emigrants, that were not considered citizens of the country; that he himself was and had been citizen for a length of time, and was elected only by the legitimate or legal voters of the country. The political chief responded, and ordered Chaplin to give up to Norriss the papers of the office, as he (said Chaplin) was not a citizen of the country, or any of the Americans who voted for him. Norriss declared

himself a Mexican citizen, and was opposed, strenuously, to any citizens of the United States settling in the country. He (Norris) remained there until 1827, at the time of the Fredonian business, when he was driven out by the Americans. That, at that time, Samuel Norris and his brother, Nat Norris, joined the Mexican forces. There was a battle, and the Americans defeated the troops in which said Samuel Norris served. In the year 1826, witness was on a visit to the United States, to enlist families to settle in Texas, according to the provision of his grant. Norris rode through different sections of that country, reading documents which he (Norris) said he received from the Governor. The documents were in Spanish; and Norris expounded to the American citizens in English, purporting to censure (by the Government) the conduct of witness, of having violated his contract and the laws of the country. Some time after, witness having returned to the country in consequence of Norris's violent treatment of some Americans, the Americans rose in a body, surrounded his house, took possession of said Norris and his papers. At the same time, witness was taken prisoner by the same party, and ordered to attend the court martial, which was then formed by the same party, to be tried in consequence of the information said Norris had read to the people. When witness was called before the court martial, Norris and his papers being in the same apartment, the court called upon Norris to exhibit those papers which he had read to the community; when he (Norris) declared that he had never received any letters or instructions from the Governor; that he (Norris) and his clerk had forged said documents; and declared that he knew nothing of witness's conduct in violation of his contract, or of the laws of the country; whereupon witness was discharged by the court martial. Norris and his clerk, Sepulveda, were then put upon their trial; and, after a lengthy examination of witnesses, were both condemned to be hanged by this party of Americans who surrounded the house and formed the court martial as above stated; they said Norris and his clerk were only released from this punishment by the interposition of witness, and the punishment was commuted to depriving said Norris and clerk of their offices, and swearing them (Norris and his clerk) never to serve in any official capacity in the country again. The ostensible cause of the rising of the Americans (as above stated) against Norris was, that a young American by the name of Basset, emigrated to that country, and brought letters of recommendation with him, and deposited them with Norris, as alcalde. Basset afterwards became clerk to a mercantile house in that country, and was sent up by said house with goods among the Cherokee Indians, to trade. Norris demanded twenty dollars, for the privilege of trading with the Indians, from this mercantile house; they refused to pay this, knowing Norris had no right to demand it. In consequence, Norris became an inveterate enemy of this house or firm. On one of the firm visiting Basset, in the Indian nation, he was requested by Basset to call upon Norris for his papers of recommendation, which he refused to deliver; Basset was informed of this, through letter, by his employers. Some time after, Basset, passing through Nacogdoches to see his employers, called upon Mr. Norris in a respectful manner to return his papers of recommendation. Norris informed him that he had given them into the hands of his employers. Basset left Norris's office to proceed on his journey, when Norris instructed his officer to pursue him and take him prisoner; he (Norris) had Basset tied on his horse, with his legs under the

horse's belly, and his hands behind his back; witness knows this; he saw it himself; Norriss lived but a few steps from witness; Norriss sent four Mexicans with Basset, tied in this way, with instructions to pass through the woods, and avoid American settlements; to take Basset over the Sabine, on the return of Basset to the Ayish bayou. This gave cause for great excitement among the Americans, and was the last act of Norriss causing the rising as above mentioned. This is the same Samuel Norriss who now lives in the parish of Caddo, Louisiana. Basset was highly esteemed by those who were acquainted with him. Witness knows that the acts of oppression of Norriss gave rise to the Americans rising, as Norriss's representation of the treatment to himself caused an order from the Government that all those concerned should be driven out of the country. Upon this, the Americans took a stand, and a revolution was the consequence, called the Fredonian affair.

Question on the part of Brooks. Do you or do you not know that before a man exercises the office of alcalde in that country he must take the oath of allegiance to the Mexican Government, and renounce his allegiance to other Governments?

Answer. I know that he must swear allegiance to that Government, but do not recollect if he is required to renounce his allegiance to other Governments.

This question was objected to by the counsel for Norriss as illegal proof.

Question by Brooks. Are you acquainted with the general character of Samuel Norriss? and, if yes, will you state whether or not you would believe him on his oath in a court of justice?

Answer. I am acquainted with his general character from hearsay; what I know myself I have already stated; I could not have confidence in the oath of a man in a court of justice who had acknowledged that he had forged papers against his neighbor without cause.

Cross-examined by J. A. Ragan, Esq., for Norriss.

Question. Will you have the goodness to state whether you know or not if Mr. Norriss is not a native citizen of the State of Maryland?

Answer. I do not know; I never heard that he was; I always understood that his father moved from this country when he was a boy; does not know this; has only heard so.

Question. Do or do you not know that Samuel Norriss left Rush island, on Red river, about 1825 or 1826, and moved to Texas?

Answer. I do not know when he moved to Texas; have not heard Norriss, or any one for him, state when he removed to Texas last, prior to the revolution. When witness moved there, in the summer of 1825, Norriss was there, and had a plantation, with an abundance of stock and cattle. Norriss spoke the Mexican language as well as a Mexican; he was elected alcalde in the fall of 1825.

Question. Were not these seeming oppressions of Mr. Norriss, while acting as alcalde, the acts of the Mexican Government, enforced by him as alcalde?

Answer. I believe his acts were from himself; he never showed any instructions of the Government to act in that way. I do not know that he had no instructions; he never exhibited any; and there were none found in his papers.

Question. Did you not command the Fredonian phalanx in Texas? or were you not one of these Fredonians?

Answer. No, sir; I did not command, and I objected to being one, until I received a letter from the Governor, ordering me, from the false representations of Norriss and others, to leave the country. I repeatedly wrote to the Governor of Coahuila and Texas, calling upon him to appoint or send men to investigate my conduct; that I knew there were false representations, that were forwarded by different individuals; that I was there with my family, and willing to undergo any investigation, and suffer any penalty of the law which I had incurred. I never received any answer from the Governor.

Question. Were you subsequently expelled from Texas by the Mexican Government?

Answer. No, sir; I came out at that time. We found that we were not strong enough to sustain ourselves; our allies forsook us, and we left and abandoned the country. There was a battle between the Americans and Mexicans at Nacogdoches; there were forty-five Mexicans and disaffected Americans, the Norrisses and their brother-in-law, against ten Americans and twelve Cherokees; the latter beat the former decently, killed one of their men, and wounded several others. Nat Norriss was one of the wounded; none on the other side were hurt. I had already been chosen president by the people of the Fredonia republic. After this battle we remained in the country some two months or more, and then left the country. I have suffered great wrongs at the hands of the Mexican Government. I do not know whether it was from the Government or their agents. I do not feel any enmity against the Mexican Government, as I do not believe my wrongs emanated from the Government, but were caused by the invidious individuals (Norriss and others) I had around me. I have never had any personal quarrel with Norriss, or any public or private contention with him. I always treated him with as much respect as I did other men of his station. I treat every one with respect, even if it is a negro. I do not know if Sam. Norriss was immediately in the battle; but he was armed with a rifle, and rode round to collect and stir up the Mexicans to fight against the Americans, who were the Fredonians. On being asked, witness answered—I do not bear the least malice in the world against Samuel Norriss, for I think him too contemptible to excite my anger or my feelings. I know this Samuel Norriss to be the same man. I have heard Norriss himself say he lived on the Rushes, on Red river.

Question. Do you think Samuel Norriss would wilfully and maliciously swear falsely in a controversy before Congress?

Answer. I have answered that already; if he would swear falsely in a court of justice, he would any where. Yes, sir, I really think he would swear falsely; from his character, he would not hesitate if his interest required it.

Question. Have you any interest, directly or indirectly, in the result of this cause?

Answer. No, sir, not the least particle, neither directly nor indirectly.

Re-examined.

Question. Was Norriss ever elected alcalde but once, to your knowledge?

Answer. No, sir; the election mentioned in cross-examination is the same, and only one, as mentioned in the examination in chief.

HADEN EDWARDS.

Sworn to and subscribed, on this 14th day of May, A. D. 1840, before me,
C. E. GRENEAUX,
Parish Judge.

And afterwards, to wit, on the 15th day of May, 1840, appeared L. G. De Russy, major in the United States army, cited as a witness on the part of J. Brooks, Esq., who, being duly sworn, deposes and says, in answer to the questions propounded, as follows, to wit:

Were you acquainted with Captain George Grey while he was agent of the Caddo tribe of Indians?

Yes, sir; I came here in the winter of 1826, when I was personally acquainted with Captain George Grey, Indian agent, and saw him frequently from that time till his death, in 1828, both at Natchitoches and at Fort Jesup, where he was in the habit of spending some two or three weeks at a time.

During the time of your acquaintance with Captain Grey, did he not frequently communicate to you circumstances in relation to his duties as agent of the Caddo Indians generally? and if he did, did he not tell you that the Caddo Indians wished to make a reserve in favor of the Grappes? To which question Norriss's counsel objected, as being "hearsay evidence, and being inadmissible and irrelevant."

Captain Grey did frequently communicate with me in relation to the interest of the Caddo nation. I think the last conversation with him on that subject was while he was sick at Fort Jesup, in the spring of 1828, where he remained a month or six weeks. He stated to me that the Caddoes had made some donations of land. Among one or two others which he mentioned was one made to the Grappe family; and I was under the impression, from what Captain Grey told me, that the donation was made then, and had already been made before he came here. He expressed, at the same time, his determination to let no white man remain in the Indian nation, on any portion of the Indian lands, as owners or claimants to that land; that he had made it his duty to drive off any such claimants from the Indian lands; that he could recognise no such power in the Caddoes to dispose of their lands to any body. I can add, that I believe it to have been known by many at that time that the Grappe family expected to own land by donation from the Caddoes; that one reason why I believe it was generally known was, that Major R. B. Hyde, late of the army, at that time an intimate acquaintance of Captain Grey, spoke to me of a proposition he entertained or had made, as early as 1827 or 1828, to buy that land of the Grappes; but did not go into the speculation, as I understood, from an impression on his mind, derived, as I thought, from Captain Grey, that the Government would not confirm titles to the land.

Were you or were you not personally acquainted with Captain T. J. Harrison, of the army, prior and subsequent to the Caddo treaty? If yea, state what was his general character for honor and probity.

I had known Captain T. J. Harrison intimately for many years; for honor and integrity I believe his character was unimpeachable.

Do you know if the said Harrison is not now dead? If yea, state the time and period of his death.

I know that Captain Harrison is deceased; and I think he died in 1836 or 1837. I am not positive, though I was near him when he died.

Did or did you not hear the said Harrison relate occurrences that transpired while present at the making of the Caddo treaty? If yea, please relate them, to the best of your recollection.

Captain Harrison was detailed from Fort Jesup, as commandant of a detachment to attend at the Caddo agency, upon the occasion of the treaty above referred to. I saw him immediately upon his return, and after the treaty had been concluded; he mentioned the hospitality of the commissioner on that occasion, and of the treaty, generally, as one openly made, between the commissioner and the Indians; so much so as to have been read in whole or in part by the officers of his command, after signing. That, upon his officers' reading the treaty, Captain Harrison told me he had told them that as yet the treaty was a private document, and no one had a right to read it until it had been seen at Washington, and had been approved or disapproved by the Government; that he had been at Indian treaties before; and that it was unusual for a document of that kind to be public; that it was a document for the action of the Government, and was not a public document until the Government had acted upon it; he representing at the time the impropriety of the conditions of a treaty being known, as the Indians might easily be persuaded by designing persons to depart from any previous engagement.

Did you or did you not hear the said Harrison relate any remarks as having been made by the commissioner on that particular occasion above mentioned? If yea, please state them.

I don't recollect any particular remarks; but the general tenor of Capt. Harrison's conversation impressed me with an idea that the treaty was offered and allowed to be looked upon by the commissioner as a public document until he himself objected to it; having attended previous treaties, as he told me, and knowing the bad tendencies of having such a document published at such a time.

Do or do you not know Colonel Haden Edwards? If yea, please state the estimation you have of his character.

I do not know what standing the character of Mr. Haden Edwards may have; I consider him myself, from acquaintance with him, a benevolent, honest man; a benevolent, honest old gentleman.

Is or is he not remarkable in his deportment, for mild, bland, gentlemanly manners?

Yes.

Cross-examined by J. A. Ragan, Esq., counsel for S. Norriss.

Do you know, of your own knowledge, any thing concerning the execution of the Caddo treaty?

No.

Do you know where this reserve, as spoken of by Grey, was to be located or made? Do you know any thing about that reserve?

I never heard any thing about any reserve from Grey. I merely heard from him that the Caddoes had already given a certain portion of their lands to one of the old men, (Grappes,) for services rendered to the Caddoes, and that he could not acquiesce in any such donation; that he could not recognise any such right in the Indians to donate or dispose of any portion of their lands to white persons; and that, on those grounds, he had driven off the old man, Trichel; that the Government of the United States

would recognise no right of the Indians to sell or dispose of their lands to any body; and that he, representing the Government, was obliged to act in conformity with the views of the Government.

Do you know where Mr. Trichel lived in the Caddo nation?

I do; it was on the Caddo prairie, near a place called Black bayou, about sixty miles above the present agency.

Do you know the line agreed upon by Captain Grey and the Indians, as the limit or boundary of the Caddo nation and the whites?

I never knew that any agreement had been made by Captain Grey and the Caddoes, about any line. The white people of that country consider the territory appertaining to the Caddoes to be bounded south by a creek running east and west, about four miles above Wallace's old farm, easterly by the Red river, north by the Sulphur fork, and westerly to the Sabine river; and the whites were allowed to live above and below, south and north of those lines, by Capt. Grey, without molestation.

Do you know where Rush island is situated?

No; I do not.

Have you not heard this reserve almost universally reprobated, as illegal, unjust, and fraudulent, and that it ought to be annulled?

I have heard the commissioner accused of fraud, and the reservation is an unpopular one with interested persons; that is, that the reservation is not looked upon as such, if it had gone to Grappe, but the purchase of it by the commissioner is looked upon as one evidence of fraud on the part of the commissioner; and the purchase has provoked the censure that attaches to that individual, which I believe would have reached any person who would have made the purchase from the Grappes.

Do you know the secret and clandestine manner in which this purchase was made by the commissioner from the Grappes?

I had heard, when the purchase of Mr. Brooks from the Grappes was generally known, that there had been unfairness in the purchase. Having inquired into the manner of this alleged unfairness, my conclusions do not accord in the censure attaching to Mr. Brooks. I have made, and many of my friends, about as good bargains, on a smaller scale, perhaps, as Mr. Brooks.

At what date did the first purchase occur?

I never knew of any purchase until the one made after the treaty had been ratified by the President and Senate, and, as I supposed, after the commission given to Mr. Brooks had ceased to exist.

Do you know the value of this reserve of four leagues?

I presume their present value would amount to two hundred thousand dollars; they would have sold about the time of purchase for one hundred thousand dollars. The additional value I attribute to the improvements made on the front lands since the purchase.

Do you know the price paid by the commissioner for this land?

I understood it to be at the time six thousand dollars.

Do you know these Grappes?

Not intimately.

Do you not consider them poor ignorant negroes?

Some of the Grappes I have understood to be white people, and some of them to be colored; and their appearance of poverty is probably more attributable to their ignorance than any want of means.

Do you know the claimants residing in this reserve?

I know some of them, only two—Samuel Norriss and John H. Mahlé. Have you any interest, direct or indirect, in the result of this reservation? No, sir; none whatever.

Re-examined in chief.

You have spoken of the unpopularity of the Brooks claim, and the alleged frauds in relation to the treaty. Do you not know or believe that this unpopularity has grown out of the noise raised by interested persons, and that the allegations of fraud have been made mostly by persons interested?

The commissioner who had been intrusted with the making of that treaty had generally been an unpopular man in this country. The first persons who produced unpopularity to the treaty were to my knowledge interested in doing so, endeavoring at the same time to make purchase from another branch of the Grappe family, whom they considered as the legitimate heirs, by tempting them with a few thousand dollars more than had been given by Mr. Brooks.

Do you not believe that if Brooks had not purchased the land of the Grappes then, and that if the land had remained with the Grappes, there never would have been any charge of fraud?

I believe there would have been no accusation of fraud, had not Mr. Brooks purchased the land.

In the cross-examination of the opposite counsel, you have spoken of this purchase of the Grappes by the *commissioner*. Do you or do you not know whether the said purchase was made during the existence of the authority of that commissioner?

I have stated, in some part of my testimony, that I had heard of the ratification of the treaty, and of the return of Mr. Brooks to this country, unclothed of this office, when he made the purchase of the reservation spoken of.

Re-cross-examined.

Do you know Samuel Norriss? If yea, state whether you would or would not believe him on his oath in a court of justice.

What I do know of Norriss is favorable to him, and I should believe him.

Re-examined.

Have you ever had any business transactions with Samuel Norriss, or any interest connected with him, directly or indirectly, or social intercourse, by which you might ascertain his character?

I have answered the previous question merely upon the ground that every man should be believed under the obligation of his oath, unless convicted of having departed from truth. I have never had a close contact with Mr. Norriss, either socially or on business, suggested in the present question.

LEWIS G. DE RUSSY.

Sworn to and subscribed, on this 15th day of May, A. D. 1840, before me,

C. E. GRENEAUX, *Parish Judge.*

And afterwards, to wit: on the eighteenth day of May, of the same year, personally appeared Theophile D. Tauzin, a witness on the part of J.

Brooks, Esq., who, being first duly sworn, deposes and says, in answer to the questions propounded, as follows, to wit:

Questions on the part of Colonel J. Brooks.

Question. Were you or were you not acquainted with Captain George Grey during the time he was agent of the Caddo tribe of Indians? and if yea, did you not have frequent conversations with him in relation to his duties as agent?

Answer. Yes, certainly. I knew him before and during the time he was agent, and I did have conversations with him on his public duties as agent. I spent a week in company with my wife, on a visit to him at the agency, on Caddo prairie, in the fall of 1828. I am not certain that I knew him before he was agent, but have known him soon after he came to this country.

Question. Did or did not Captain Grey, whilst agent, inform you that it was the wish and intention of the Caddo tribe of Indians to give to the family of Toulaine lands for the services rendered the nation by their ancestors? and, if so, please state the time as near as practicable.

Norriss's counsel objects, and protests against the admission of hearsay testimony or evidence, as inadmissible and irrelevant.

The commissioner, being of opinion that he had no authority to refuse to take such answers as should be given in before him, ordered that the answers be taken.

Answer. I remember that Captain Grey did tell me that the Caddo Indians intended to give Toulaine's family (I think it was four leagues of) land, but do not remember whether it was for services or not; this was told me by Grey, in the fall of 1828, while I was with him at the agency in Caddo prairie.

Question. Was or was not the Toulaine family as well known by the name of Grappe as that of Toulaine?

Answer. At that time I did not know them to be one and the same, but have since learned them to be one and the same.

Question. Is not Captain Grey dead, and at what time did he die?

Answer. Yes, sir; he died that same fall.

Cross-examined by J. A. Ragan, Esq.

Question. Have you any interest, direct or indirect, in the result of this cause?

Answer. No, sir.

Question. Since the treaty of 1835 was known at Natchitoches, did you not tell a gentleman here in town that Mr. Brooks was to let you have a plantation in the reserve, on Rush island, at a very low price, and that you were going to establish a plantation on it?

Answer. I did tell a gentleman that I intended to purchase land from Mr. Brooks, in that reserve, but did *not* say to that gentleman any thing about a low price, except that I would buy, some time past, if Brooks would sell it at a low price, and that I have made no bargain with Mr. Brooks in relation to the price and specific tract of land in the reserve, and that I intended to establish a plantation if I purchased the lands.

Question. Don't you expect that your future rights will be injured if this reserve shall be annulled, and you disappointed in establishing your plantation there? and do you not expect to be interested in the matter?

Answer. I do not care any thing at all about it, because I have two other places of my own now.

Question. What was the bargain between you, if Mr. Brooks established his right to the reserve? What was the price you were to pay him for the plantation you expected to establish up there?

Answer. There was no bargain, price, or agreement, except this: that when Mr. Brooks's land is surveyed, and his boundaries established, I can buy from him or not, as I choose.

Question. Don't you intend to buy a piece of the reserve from Mr. Brooks?

Answer. Yes, I did intend to purchase, if the price and every thing else suited me; I have since changed my mind. All I know about this intended purchase of the land from Brooks I have already stated.

Question. Did not Mr. Grey tell you that he would not allow the Indians to sell that land to the Toulins, because it was contrary to law for the Indians to sell their lands, except to the United States, by treaty?

Answer. No, not a word like that.

Question. In the summer or fall of 1835, did not Col. Brooks put up at your house, on his way to Camplé to purchase lands of the Grappes, on Rush island?

Answer. I do not know.

Question. Do you or do you not know any thing of the existence of the first contract or purchase of the said reserve by Brooks, from the Grappes, prior to the first day of December, 1835, and before Mr. J. Brooks went on to Washington city?

Answer. I did not know that there was more than one sale; this is the first I have heard of there being more than one sale, and I do not know the date of the sale.

Question. Have you been on Rush island? Do you know the value of the land there?

Answer. No, sir; I never have been there, and do not know the value.

Question. Do you not earnestly desire Col. Brooks to obtain this reserve?

Answer. I earnestly desire it, because I wish every body to prosper.

Question. What age are you?

Answer. I am thirty-six years of age.

Upon hearing his evidence read, witness states that he believes he recollects that it was said there were two sales from the Grappes to Brooks, but for the same land; the first not being considered good, on account of some informality, as he was informed. He further states that he will not purchase land from Mr. Brooks; that he has no longer any such intentions.

Question. What is the cause of your having so suddenly changed your intention of purchasing a part of the said reserve, and establishing a plantation on Rush island, as as you mentioned in the first part of your testimony?

Answer. I have not changed my mind suddenly, but for several days past, and because I have heard and believe the land is all overflowed.

Question. Did or did you not say, this moment, that you changed your intention of purchasing a portion of that land in consequence of having been asked the questions above—pointing your finger to the question I asked you in regard to your interest in the said land?

Answer. No, sir; with regard to Brooks's title, I believe he has now as good a title as any one can get.

The further testimony of this witness was postponed till to-morrow morning.

May 19, 1840. *Testimony resumed.*

In answer to the last question propounded, witness adds: since the arrival of Mr. Brooks, he informed me that he had been informed, a few days before his departure from Washington, that some steps were to be taken in relation to the Caddo treaty, and a reserve that had been made; I then told him that Captain Grey had told me what I have already stated; I have changed my mind, for several reasons, since he (Brooks) received notice of this accusation of fraud; he told me that he would have my testimony taken; I then had a great mind to abandon the idea of purchasing the land from Brooks, being sworn to testify what I knew on the subject of Grey; I have since determined not to buy at all, having good reason also to believe the land subject to overflow; I stated in my evidence yesterday that, in conversation with Captain Grey, he mentioned the wish of the Caddoes to give four leagues of land to Toulaine, but on reflection I recollect that the name of Trichel was also mentioned; and whether the quantity of four leagues was connected to the name of Toulaine or Trichel, I am now in doubt, and that at that time I understood the English language but imperfectly.

The witness then made the following declaration, which he requested to be spread on the record, which was objected to by Mr. Norriss's counsel, and was directed to be so done by the commissioner, to wit: *J'ai lieu de croire que M. Ragan, sachant et s'étant aperçu que je ne connais pas bien la langue Anglaise, que J'avais répondu a ses questions sans conserver exactement leur forces et que ce n'est qu'a la traduction que le Juge Greneaux, m'a fait que J'ai vu que je n'avais pas répondu en Anglais aux questions comme je puis le faire en Français.*

Question. Relate all you know about the first deed of sale, or obligation or contract between Mr. Brooks and the Grappes, in summer or autumn of 1835.

Answer. I have already stated all I know about this.

Question. If such a deed of sale as you mentioned yesterday existed, what was the date and tenor of that writing?

Answer. I don't know.

Question. What was the conversation you had with Mr. Brooks, with regard to the establishment by you of a plantation, as you mentioned yesterday, and what was the date of such conversation?

Answer. As to the intention I had of establishing a plantation, I have already stated; as to the date, I do not recollect.

Question. Are you not intimate with Mr. Brooks, and does he not board with you? and has he not told you all about this controversy and reserve?

Answer. Yes; he boards with me, and I am intimate with him; he has had some conversations with me about this affair, but whether he told me all or not I do not know; he read to me a part of the charge made against him; perhaps the whole charge, but do not recollect.

Question. Did or did not Mr. Brooks say that, if you would do certain things for him, he would give or sell you a piece of his land? Relate all that occurred on that occasion.

Answer. No.

Question. Since your examination was broken off on yesterday, have you or have you not held conversation with Mr. Brooks or his counsel, or some other person, in regard to the evidence you are to give to-day?

Answer. Since then, I showed to Mr. Brooks the answer I gave to-day to the last question propounded yesterday, and also to the commissioner; and my intention in showing it to Mr. Brooks was to ascertain if it was good English; he corrected one or two words; it was the changing the word "sufficient" for "good."

Question. Was or was not the conversation you said you held with Grey, in 1828, held in regard to the Emanuel Trichel claim of four leagues on Caddo prairie, and not about the Grappe claim?

Answer. I have already stated this morning what I knew of that subject.

Question. Did not some person tell you, or suggest to you, since yesterday, to say that you did not well understand the English language? and did you make any objection to being examined in English on yesterday?

Answer. No sir; no person ever suggested to me to say that I do not understand the English language well; I know myself that I do not understand English perfectly well; I made no objection to being examined in English, because I do not recollect if that was or was not asked of me yesterday.

Question. Did or did you not know some days ago that the reserve was inundated?

Answer. I heard that some of it was.

T. E. TAUZIN.

Sworn to and subscribed before me,

C. E. GRENEAUX, *Parish Judge.*

On the day last above written, also appeared before me, William H. Harrison, a witness on the part of Samuel Norriss, who answered under oath to the interrogatories to him propounded, as follows, to wit:

Question. Are you or are you not register of mortgages of this parish?

Answer. Yes, I am.

Question. Are or are you not acquainted with Samuel Norriss, of the parish of Caddo, Louisiana?

Answer. Yes, sir.

Question. Is or is not Mr. Norriss a quiet, good citizen? and would you or would you not believe him entitled to credibility on oath in a court of justice?

Answer. Yes, sir; as far as I know or have seen.

Question. How long have you known Mr. Norriss?

Answer. I have seen him frequently, and got acquainted with him in 1837, whilst I lived at Coats's bluff, in the parish of Caddo.

Cross-examined.

Question. Please relate what was the intercourse between you and Mr. Norriss, upon which your acquaintance was founded.

Answer. I have seen his name in my father's books, and his account there was settled; I met him afterwards at the bluff, when I was clerk for McLeod & Carr, and sold him some goods, and was told by McLeod he was a good man for what he wanted, and in that country was one of the best pay.

Question. Do you or do you not know any thing in regard to Samuel Norriss's legal acts or transactions?

Answer. No, sir; I know nothing of them.

Question. Do you know any thing, of your own knowledge, of Samuel Norriss; beyond what you have previously stated? If yea, please state it.

Answer. I do not.

Question. How long did you remain at Coats's bluff?

Answer. I remained there about seven or eight months.

Question. Please state your age.

Answer. Twenty-two years.

Question. Do you or do you not know that John C. McLeod is dead?
[Objected to by adverse counsel.]

Answer. Yes, I believe so.

Re-examined.

Question. Is or is not Mr. Norriss generally reputed, in the neighborhood in which he lives, to be a person much esteemed by his neighbors?

Answer. I think so.

Re-cross-examined.

Question. Please state your opportunities of knowing his neighbors and their names, so far as you can recollect.

Answer. His neighbors were in the habit of visiting the store whilst I remained there. I knew several by the name of Porier, and another by the name of Prevost, and others; from them I gathered that they held him in some esteem.

Question. Do you or not know that the Poriers are connexions of Samuel Norriss?

Answer. I believe they are, but am not certain.

There being [no] other questions to be propounded to Mr. Harrison, his testimony was closed.

W. H. HARRISON.

Sworn to and subscribed, on this 19th day of May, A. D. 1840, before me,
C. E. GRENEAUX, Parish Judge.

And afterwards, on the 20th of the same month, appeared Melville Crossman and Samuel Kathreus, witnesses introduced in favor of J. Brooks; being duly sworn, depose and answer to the questions propounded, as follows, to wit: These two witnesses are introduced on the part of Mr. Brooks, to testify relative to the character, standing, and occupation, of John C. McLeod, as an upright man and a good merchant, he being one of the appraisers of the goods delivered by the commissioner to the Caddo nation, under the stipulations of the treaty concluded with said nation on the 1st of July, 1835—he, the said McLeod, being in business at the time at Coats's bluff, a few miles above the agency, in what is now the parish of Caddo.

Questions to Samuel Kathreus.

Question. Please state the time you first had any connexion, or made sales of goods to John C. McLeod, as a dealer on his own account. [Objected to, as leading question.]

Answer. I think it was in the summer of 1834.

Question. Do you or do you not know that John C. McLeod established himself as a dealer in merchandise at Coats's bluff? If yea, state the time.

Answer. Yes; he was first at the agency, and then moved to Coats's bluff, I think in 1835.

Question. What was the general character of J. C. McLeod, for honesty and capacity as a man of business and merchant?

Answer. I always considered Mr. McLeod as an honest, correct, and industrious, saving man, and a respectable good business man up to the time of his death.

Question. Do you or not know that J. C. McLeod is dead? If yea, state the time of his death, as near as you know.

Answer. He died some time last winter—so I understood.

Cross-examined.

Question. How do you know that Mr. McLeod did business as a merchant at Coats's bluff?

Answer. I know it, sir, because I sold him goods; and was myself at Coats's bluff, and saw him there, doing business.

Question. What intercourse have you had with Mr. McLeod?

Answer. No more than selling him goods.

Question. Do you know of your own knowledge that Mr. McLeod is dead?

Answer. No more than that Mr. McLeod's death was published in the Caddo Free Press, where I read it; and being told by Mr. Jenkins that he had administered on his estate.

Question. Have you any interest, direct or indirect, in the result of this question?

Answer. No, sir.

Re-examined.

Question. How long have you been doing business as a merchant?

Answer. Since I was a boy—about sixteen years.

SAML. KATHREUS.

Sworn to and subscribed, on this 20th day of May, A. D. 1840, before me,
C. E. GRENEAUX, *Parish Judge.*

Melville Crossman examined.

Question. Have you heard the evidence of Samuel Kathreus? If yea, do or do you not concur with him in the answers that refer to the character of J. C. McLeod?

Answer. Yes, sir, I do.

Question. Have or have you not been for some time a merchant in this place, and in partnership with Samuel Kathreus?

Answer. Yes, sir.

Cross-examined.

Question. What intercourse have you had with Mr. J. C. McLeod?

Answer. We have sold him goods, and were in the habit of doing business with him.

Question. Have you any interest, directly or indirectly, in the result of this cause?

Answer. No, sir.

M. CROSSMAN.

Sworn to and subscribed, on this 20th May, 1840, before me,
C. E. GRENEAUX, *Parish Judge*.

And afterwards, to wit, on the 13th of July, 1840, before me, the said judge, personally appeared Jacques Grappe, for M. C., witness on the part of Samuel Norriss, who, being first duly sworn, answered as follows, to the interrogatories to him propounded, to wit:

Question. Do you or did you know Jehiel Brooks in 1835?

Answer. That he knew him at the time he sold his land, and at the time of the treaty.

Question. At what time did you sell your land to Mr. Jehiel Brooks?

Answer. Says he does not know.

Question. Was or was it not in the summer or fall of 1835?

Answer. Says it was in the fall; does not recollect the year.

Question. Did or did you not sell your lands to Mr. J. Brooks immediately after the date of the Caddo treaty?

Answer. Says yes; some time after.

Question. Was or was not the first deed of sale from you to Brooks made before Brooks left the country, after the treaty?

Answer. Yes.

Question. Why did you sell so large and valuable a tract of land to Mr. Brooks for so trifling a sum of money?

Answer. Because he did not know where to take the land.

Question. Did or did you not know the quantity of land you sold to Brooks at the time you made the bargain with Brooks?

Answer. Says he did not know the quantity, or he would not have sold it for so little. That he was afraid or thought that Brooks would give some bad piece of land; that Brooks told him there was some land coming to him, and that he was afraid Brooks would give him some bad piece; that was the reason he sold it to him.

Question. Did or did not Brooks tell you that you had a small piece of land in the Caddo nation; and that if you (Grappe) did not let him (Brooks) have the land, he would locate it in the swamp and mud?

Answer. No; he did not tell him so.

Question. Did or did you not make a contract, either written or verbal, with Mr. Brooks, for the sale of your land, before the treaty was made?

Answer. No.

Question. Did or did you not tell some person that the first deed of sale was passed in the autumn after the treaty, and before Mr. Brooks left for the North?

Answer. No.

Question. Do you or do you not recollect that the first deed of sale was torn up or destroyed by Brooks, in the presence of Doctor Breda, when the second deed of sale was signed?

Answer. No.

Question. Did or did not some person say to you that, if you gave evidence against Brooks, and he (Brooks) should lose his land, you would be bound in warranty to Brooks, and that you would lose all the money you received from Brooks? If yes, tell all that was said.

Answer. No.

Question. Do you or do you not know that you gave no warranty to Mr. Brooks; and that, if he shall lose the land in controversy, you are not bound to refund the money?

Answer. That he sold the land without warranty, and does not believe he would be bound to refund the money.

Cross-examined.

Question. Did you ever sign more than the one sale to Mr. Brooks, at which Mr. Athanase Trichel was a witness?

Answer. No.

Question. Was not the deed that you signed at that time explained to you by Mr. Trichel, or some other person?

Answer. That the deed he signed when Mr. Trichel was present was for a tract of land at Camplé, which Mr. Brooks was to have entered.

Question. Has Mr. Athanase Trichel died since that time?

Answer. Yes.

Question. Shortly after the sale to Brooks of the Caddo reserve, did you not refuse to bring suit to annul that sale, on account of lesion, or for any other cause; and, at the same time, did you not express your satisfaction with the conduct of Mr. Brooks?

Answer. That he did refuse to bring suit to annul that sale; did not express his satisfaction at the conduct of Mr. Brooks.

Question. Was or was not Mr. Athanase Trichel present when the deed of sale was executed by you to Brooks, as your friend and as witness?

Answer. Yes; that he had brought Mr. Trichel there as friend and witness.

Question. Did or did not Mr. Trichel explain to you the nature of the sale, or advise you to execute it?

Answer. That Mr. Trichel explained the deed, and told him to sign it; that it was his own property.

Examined in chief.

Question. Did you or did you not know the quantity of land you sold to Brooks, and did Trichel tell you the quantity?

Answer. That he did not know the quantity; that Mr. Trichel did not tell him; that it had not been surveyed, and was to be taken in the Caddo lands.

Question. Did or did you not know in what part of the Caddo nation your land was situate?

Answer. That he did not know.

Question. Did or did not one of your brothers, Balthazar, refuse to sign the deed of sale, and that the name of that brother was on the deed when it was recorded, by virtue of the affidavit of Athanase Trichel? and did not Brooks send afterwards for Balthazar to sign the deed for Caddo lands?

Answer. That Balthazar had nothing to do with these Caddo lands; that Mr. Brooks sent for him to sign a deed concerning the Camplé lands.

Question. When Mr. Brooks first applied to you to sell him your land in the Caddo nation, did or did you not tell Brooks that you had no land in the Caddo nation; that you could not sell land when you had none?

Answer. That he could not have told him so, because he sold him the land immediately.

Question. Did you or did you not know that you had land in the Caddo nation before Brooks told you that you had some land there?

Answer. Yes; that he did know.

Question. Do you or do you not know who were the witnesses to the deed of sale of the Caddo lands?

Answer. Mr. Athanase Trichel and an old man whose name he does not recollect.

Cross-examined again.

Question. Did you bring Mr. Athanase Trichel with you at the time you signed the sale to Mr. Brooks for the Caddo reserve as your friend and adviser, and for the purpose of seeing the deed properly executed on your part.

Answer. Yes.

Re-examined.

Question. Do or do you not know if the deed of sale was properly executed or not, and do you know the contents?

Answer. He believes it was well executed, and knew the contents.

Question. Do you know the quantity of land which you sold?

Answer. No; they did not tell him the quantity, and that he did not know it.

JACQUES GRAPPE, his + mark,
Declaring that he does not know how to write.

Sworn to and subscribed before me, on this 13th day of July, 1840,

C. E. GRENEAUX,

Parish Judge.

And afterwards, to wit, on the 19th of October, 1840, personally came and appeared Jean Philippe Breda, of this parish, a witness on the part of Samuel Nurriss, who, being first duly sworn, deposes and says, to the interrogatories to him propounded, as follows:

Question. Are you acquainted with the parties?

Answer. Yes; he has seen them.

Question. Were or were you not a witness to a deed of sale by which Jacques Grappe, Balthazar Grappe, &c., sold four leagues of land to Jehiel Brooks, on Rush island?

Answer. Yes.

Question. Do you or do you not know of the existence and destruction or loss of a deed of sale of that same land, passed from the said Grappes to the said Brooks, and torn up or burnt directly after the signing of the second deed of sale?

Answer. Yes; after the signing of the deed of sale to which I was a witness, Brooks gave four thousand dollars, in five hundred dollar bills, to Pierre Trichel, to be divided amongst the parties who had sold. Afterwards Brooks stated that there was another deed for the same land by the same parties, when it was mentioned that they had already received two thousand dollars; and, taking the first deed, he observed that it was of no further use, as the four thousand dollars paid to Pierre Trichel made the six thousand dollars, the price of the land by him purchased; that the first deed was not explicit enough, and was of no further use, and kept it. Brooks said that the first deed was of the same contents as the second, except that it was not so explicit; that the witness translated or read the contents of the last deed to the parties, in French, the deed being written in English; that they affixed their marks to the same, stating that they were satisfied.

Question. Do you or do you not recollect that the first deed of sale was executed by the parties in the summer or fall of 1835, directly after the Caddo treaty was made? Please state all you know on this subject with regard to the first deed of sale?

Answer. That he does not know; that he was then absent at the raft; thinks that he returned from the raft in April, 1835; had been absent 8 or 9 months.

Question. Did or did you not hear some of the parties say that the first deed of sale was made a short time before the treaty, or a month or two after?

Answer. Knows nothing positive about the date of the sale except from hearsay; that Remé Perot and witness spoke of purchasing from the heirs. The parties never told him any thing about it. It was rumored in the neighborhood that Brooks had cheated the Grappes out of their land; that he never heard the Grappes say that they had any land claims from the Caddo Indians until after the act to which he was a witness.

Cross-examination.

Says that he is unable to say whether the first deed was an act under private signature or not; cannot recollect whether the deed was in Brooks's possession, or whether it was in that of the other parties; saw it in Brooks's possession at the time of signing the second deed. Pierre Trichel was present as the first friend of the Grappes; that he acted for them, and through their directions; that they were present, and did not say a word in objection, but consented to every thing that was done.

And further he saith not.

J. P. BREDÁ.

Sworn to and subscribed, on the 19th October, 1840, before me,

C. E. GRENEAUX,

Parish Judge.

And afterwards, to wit, on the thirtieth day of August, in the year one thousand eight hundred and forty-one, personally came and appeared before me, the said judge, Cesaire Fontenau, a witness on the part of Samuel Norriss, who, being also first duly sworn, deposes and answers as follows to the interrogatories to him propounded, to wit:

1st. How long have you known Jehiel Brooks?

Answer. Does not recollect precisely. Saw him and first knew him when he came to get Balthazar Grappe to sign the deed, after the other Grappes had signed it. Does not recollect at what time.

2d. Do you know what agency Mr. Athanase or Pierre Trichel had in obtaining the signatures of these Grappes to the deed of sale to Brooks? Tell all you know about it.

Answer. No: except from what Balthazar told him, that Trichel urged him to do it.

3d. Did or did not the Grappes express a great deal of dissatisfaction to you about the sale of their Caddo land to Brooks, and say that Brooks had misrepresented the affair, and deceived them, and cheated them out of their land?

Answer. That he asked Jacques Grappe why he sold his land to Brooks. Jacques stated that he sold it because he thought Mr. Brooks had a right to locate it wherever he pleased. That, not knowing where it could be located, he thought it was better for him to sell it.

Balthazar told witness that he had signed the deed because he was urged to it by Athanase Trichel and others of the family.

Cross-examined.

Says that Athanase, alias Pierre Trichel, always acted as the agent and friend of the Grappes in all their transactions. That they had confidence in him because he was always considered a respectable and honest man, and was the administrator or testamentary executor of the old man Grappe.

Re-examined.

Did or did not Athanase, alias Pierre Trichel, live in open concubinage with a sister of the Grappes, who signed the deed of sale to Brooks?

Answer. Yes.

CESAIRE FONTENAU.

Sworn to and subscribed, on this 30th day of August, 1841, before me,

C. E. GRENEAUX, *Parish Judge.*

And, at the same time, also appeared Jacques Grappe, who was formerly examined in this case, who, being questioned again, answered as follows, on the part of Norriss:

Did you or did you not know the extent of your right at the time you sold, and did not Trichel influence you in signing the deed?

Answer. That, had he known the value and extent of his rights at that time, he would not have sold for that price. Trichel told him it was good, and to pass the deed, but never had any influence on him; nor did he influence him in the signing of this deed.

Question. Did or did you not believe, when you signed the deed for the Caddo lands, that you were signing one for the Camplé tract?

Answer. No: That when he signed the deed for the Camplé land he had already sold the Caddo tract.

Question. Were or were not the other brothers absent when you signed the act of sale to Brooks?

Answer. Yes, they were absent.

Question. Did you or did you not see Pierre Trichel, or any other person, make the marks of the other brothers to the deed?

Answer. That he saw no one make the marks.

Question. From the circumstances, do you or do you not know that Mr. Brooks misrepresented the affair, and cheated you and the Government out of the land?

Answer. No.

Question. Did or did not Mr. Brooks obtain a deed of sale for the Caddo land prior to his going to Washington, and immediately after the treaty, and returned subsequently and obtained a second deed?

Answer. That he never signed but one act of sale for that land.

Question. Why did you state on your last examination that you had passed a deed of sale to Brooks in the autumn directly after the treaty, and now state that there was but one deed passed?

Answer. That he always said that there was but one deed for this land; that he signed another paper, with all the other Grappes, to authorize Mr. Brooks to act for them in another land claim at Camplé.

Question. Was or was not the contract first made with Brooks at the Caddo agency a few days after the treaty, and concluded at Natchitoches about two weeks after?

Answer. No; that Mr. Brooks proposed to purchase the land from witness at Natchitoches, one or two weeks after the treaty.

Question. Did or did not Mr. Brooks then offer you four thousand dollars and a negro for your Caddo land?

Answer. That Mr. Brooks asked him, laughing, whether he would take four thousand dollars and a negro for his Caddo land. Witness answered no. Brooks then told him to make his price. Witness said he would take six thousand dollars and a negro, which was acceded to by Mr. Brooks. This was a week or two after the treaty. That Mr. Brooks had no conversation with him on this subject in the autumn previous to his departure for Washington.

Question. Did Athanase Trichel act as interpreter for you and Mr. Brooks in this transaction?

Answer. Yes.

Further states, being questioned, that some time before the treaty, the Caddo chief sent for witness, and told him to tell the American chief (Mr. Brooks) that, after taking out the land which had been reserved for him, (witness,) that he (Brooks) might tell the great chief (the President) he could have the balance and remainder of the Caddo lands for eighty thousand dollars.

Cross-examined.

Question. Is it or not to your knowledge that, shortly after you sold to Brooks, some of the settlers on the land threatened to put you in jail or give you some trouble for having sold to Brooks?

Answer. Yes; that Mr. Mahlé threatened him.

Question. Did you or did you not come to Natchitoches to consult Mr. Morse, your lawyer, on the subject?

Answer. Yes.

Question. Did you or did you not state to Mr. Morse, at that time, that, though you had sold your land for less than its value, every thing was fair, and that you would abide by the bargain?

Answer. Yes.

Question. How long have you been acquainted with Rush island?

Answer. That he has known it for the last fifty years.

Question. Is or is not the lower end of Rush island bounded by a bayou called now "bayou Pascagoula?"

Answer. Yes, it is.

Question. Whether, during the time you have been acquainted with Rush island, it was or was not claimed by and considered as belonging to the Caddo tribe of Indians?

Answer. Yes.

Question. Were the Indians in the habit of putting their horses on that island during the winter?

Answer. Yes, always.

Question. State all you know concerning the claim, occupancy, and ownership of Rush island by the Caddo Indians previous to the treaty.

Answer. That all he knows is, that these Indians were in the habit of putting their horses there; that the Caddo Indians never told him that they claimed this island as their property.

Question. Did or did not the chief or chiefs of the Caddo Indians repeatedly tell you, prior to the treaty, that lands would be reserved to you, or to you and your brothers?

Answer. That they did tell him that he (witness) would have a reserve, but not his brothers.

Question. Did the chiefs say positively that your brothers would not have lands reserved to them, or did they merely omit to mention them?

Answer. That his brothers' names were not mentioned.

JACQUES GRAPPE, his + mark.

Sworn to and subscribed before me.

C. E. GRENEAUX, *Parish Judge.*

The 31st day of August, 1841, being the day fixed and agreed upon to close the testimony in this case, and no witness having appeared to be examined, I have closed and signed these presents, and have hereto affixed my official seal, at the town and parish of Natchitoches, on the day above written.

[L. s.]

C. E. GRENEAUX, *Parish Judge.*

Testimony of Captain J. Bonnell, taken before Ambrose Kirtland, Esq.

The said J. Bonnell, having been first duly sworn, testifies as follows:

In reply to the first interrogatory, he answers: I attended as a witness of a treaty made by Jehiel Brooks, a commissioner on the part of the United States, and the chiefs and councillors of the Caddo nation, (so said to be,) at the council-house in the Caddo country, on the 1st of July, 1835. I do not recollect signing any supplemental articles making reservations for the "Grappes," although it is possible I may have done so. I was or-

dered from Fort Jesup, Louisiana, to accompany Captain Harrison's company, 3d infantry, and to attend the above-named treaty as a witness.

2d interrogatory, answers: I was present during the whole time of the treaty, during which time I took from the table a folded paper, with the intention of reading it. Mr. Jehiel Brooks, who sat by me, took hold of the paper, and said he wished I would not read it; that it contained reservations of land; and that there were some persons who expected reservations who would be disappointed, and, of course, very much disappointed. I told him that I was taking notes, and that I wished to see the document; but, as he insisted upon my not reading it, I returned it to him unread. Two or three chiefs and twenty-one or two councillors were assembled at the treaty, which was held on the stoop or piazza of the agency-house. The articles of the treaty were read one by one—I think by Mr. Brooks himself. The interpreter addressed the Caddoes each time, or as soon as an article was read, in the Caddo language. Whether it was correctly interpreted, I cannot say; but to each article they apparently consented. The interpreter was a young man by the name of Edwards. He was in bad health, and, I was told, subject to fits.

3d interrogatory, answers: I cannot at this time state whether Jacques Grappe, Balthazar Grappe, or Dominique Grappe, or either of them, were present at the treaty, or whether any of the heirs of Francois Grappe, deceased, or any person to represent them, were there or not. I have no recollection of seeing, reading, or hearing read, the supplementary articles, or of seeing any claim presented.

4th interrogatory, answers: There were a number of white persons at and about the agency at the time of the treaty. Some appeared much dissatisfied; but whether Mr. Brooks had ordered them away, I cannot say. The treaty was held on the piazza, and many persons stood outside, on the ground. If any were ordered away by the commander of the troops, or other officer, I am not aware of it. I cannot state the names of any persons that may have been sent away.

5th interrogatory, answers: At the time I signed the treaty as a witness, I signed it only as witnessing the *signing* (by touching of the pen) of the chiefs and councillors there present; and I recollect to have been very particular in this respect, as I did not feel satisfied with the rapidity with which a matter of so much importance to the Indians had been carried through. I have no recollection of any reservations whatever.

6th interrogatory, answers: I suppose, from what Mr. Brooks told me, that his reason for having supplemental articles was for the purpose of preventing persons present who expected reservations, and who had not been provided for, from being acquainted with the fact. I heard several speak as if they expected reservations, and, by being unacquainted with what reservations the supplemental [articles] contained, they remained quiet, which would not otherwise have been the case.

7th interrogatory, answers: I do not recollect of reading, hearing read, or witnessing said supplement.

8th interrogatory, answers: Both before and during the treaty, I heard several persons speak as if they expected reservations; but more generally one person would speak of the claims of another person. I saw a Mr. Lynn there; he was formerly a blacksmith to the Caddoes. He spoke very freely relative to Mr. Brooks, the reservations, and the treaty. An old Mr. Edwards was also there; he was formerly interpreter to the Cad-

does. I recollect hearing that he refused to interpret on the occasion of this treaty.

9th interrogatory, answers; I know nothing relative to this question (the purchase of Brooks from the Grappes) at that time. The next year, (1836,) being in that section of the country on duty, I heard that Brooks had made purchase of a reservation or reservations of land contained in the treaty of the 1st of July, 1835, for three or five thousand dollars; and that it had been well understood, at the time of the treaty, that if he (Brooks) would obtain a reservation for a certain person, he should have the same at a specified sum. These same lands were then said to be worth one hundred thousand dollars.

10th interrogatory, answers: The lands alluded to were said to be the finest and best in the Caddo purchase, and the best located. I do not know what they were worth at the time of the treaty.

11th interrogatory, answers; A brother-in-law of Mr. Brooks, a young man by the name of Queen, was present at the treaty. Mr. Brooks informed me that he had with him, stored in and about the agency, fifteen thousand dollars' worth of Indian goods; and that the merchants in that neighborhood told him he ought to receive at least *one hundred per centum* advance on such articles of merchandise. As Mr. Brooks made the treaty, he arranged one article so that thirty or forty thousand dollars of the purchase money should be paid in goods. So, accordingly, on the same day of the treaty, the storehouses were opened, and each Indian appeared to take what pleased him—each one taking any and every thing that he chose.

12th interrogatory, answers: I do not know where the Grappes then resided.

13th interrogatory, answers: I cannot say positively whether any whites resided on the Indian lands or not. I saw several small cabins near the agency.

J. BONNELL,

Captain 8th infantry, late 1st Lieutenant 3d infantry.

I certify that the foregoing is a correct copy of the testimony of Captain Bonnell.

JAMES COOPER,

Chairman Committee on Indian Affairs.

MARCH 31, 1842.

APRIL 4, 1842.

Mr. DELLET, from the Committee on Private Land Claims, submitted the following report:

The Committee on Private Land Claims, to whom was referred the memorial of Samuel Norriss, have examined the same, and ask leave to report:

The claim of the memorialist has heretofore occupied the attention of Congress; and the action had thereon by the House, and the committee, to whom the subject has heretofore been referred, is herein presented to the consideration of Congress.

The claim of the memorialist was recognised in the report of Valentine King and David L. Todd, (register and receiver of the land district south of Red river in Louisiana,) commissioners under the act of Congress approved 3d March, 1824, providing for the execution of titles to lands in that part of Louisiana situated between the Rio Hondo and the Sabine river, and also under the act approved 26th May, 1824, supplementary thereto; which report of said commissioners is dated 1st November, 1824, submitted to the first session of 24th Congress; and, having been referred to the Committee on Private Land Claims, a bill was reported confirming many claims specified in the report, which bill embraced claims numbered 10 and 13, which claims designated the lands claimed by the memorialist.

On the passage of said bill, claims 10 and 13 were postponed, for the purpose of ascertaining whether the lands embraced by said claims were within the district of country possessed or occupied by the Caddo Indians. At the 2d session of the 24th Congress, the claim of the memorialist was again presented for the consideration of Congress, and referred to the Committee on Private Land Claims; and Mr. Huntsman, from said committee, on the 30th December, 1836, made a report in the following words:

DECEMBER 30, 1836.

The Committee on Private Land Claims, to whom were referred the documents pertaining to various land claims for lands lying between the Rio Hondo and Sabine river, respectfully report:

“That the register and receiver of the southwestern land district were directed, by the act of Congress of the 3d of March, 1823, and a supplemental act thereto, passed on the 25th of May, 1824, as commissioners, to examine into the claims, take testimony, &c., and recommend for confirmation or rejection, to Congress, such claims as should be submitted them in a given time, as will more fully appear by a reference to said acts. The register and receiver, in pursuance of said authority, proceeded in the performance of the duty assigned them, took testimony, and adjudicated many claims, confirming some and rejecting others. Among those which were recommended for confirmation, were a certain number which were suspended by Congress in the passage of an act of the 24th of May, 1828, (which confirmed the balance,) as the act recites that they should be suspended ‘until it is ascertained whether they are situated in the country claimed by the Caddo Indians.’

“There has been no information obtained upon this point; but it is believed there has been sufficient information obtained to supersede the necessity of that inquiry. It is believed by the committee, from the best information within their reach, that the Caddo Indians had no right of any sort there, except a permissive right, and that the citizens who claimed by habitation, cultivation, or otherwise, were not trespassers or intruders upon the Indian lands. A thorough inquiry has been made of the Secretary of War, for such information as was in possession of his department in relation to the country from whence the Caddoes came; what time they settled in the country in question; and what right they hold and claim in these lands.

“The Secretary has communicated all the information at his command, which, taken with his correspondence with one of your committee, is too

voluminous to incorporate in this report. And although there is no direct evidence which is absolutely conclusive, yet there is much circumstantial testimony, which is extremely persuasive, to establish these facts :

"That, anciently, these Indians inhabited a country much further southwest than the one which is now the subject of inquiry; that, about thirty years ago, they were driven by their enemies (the Osages) from the country they then inhabited upon the white settlements, where they were permitted to remain until the late treaty with them, in the making of which it appears that the Secretary of War did not consider that they had any title to the country, but was induced to give them the sum of (perhaps) \$80,000, to relinquish their possessions and go off *peaceably*, as will more fully appear by the correspondence upon that subject.

"The committee are, therefore, of opinion that those cases which were suspended by the 1st section of the act of 1828 are as meritorious as those which were confirmed, and have reported a bill for the confirmation of those claims which were suspended."

At the succeeding session of Congress, the aforesaid claims (Nos. 10 and 13) were referred to the Committee on Public Lands; which committee, through Mr. Johnson, of Louisiana, prepared a report, which does not appear to have been acted on by Congress; but your committee think proper to incorporate the same in this report, for the purpose of putting the House in possession of the reasoning of their previous committees on this subject. The report prepared by Mr. Johnson is as follows, viz :

"The Committee on Public Lands, to whom were referred the documents in relation to certain claims for lands lying between the Rio Hondo and Sabine river, report :

"That, by the act of Congress of the 3d of March, 1823, entitled 'An act providing for the examination of the titles to land in that part of the State of Louisiana situated between the Rio Hondo and the Sabine river,' and a supplemental act thereto, passed on the 25th of May, 1824, the register and receiver of the land office of the southwestern district of the State of Louisiana were required to receive and record all written evidences of claim to land in all that tract of country situated between the Rio Hondo and Sabine river, within the State of Louisiana, derived from, and issued by, the Spanish Government of Texas, prior to the 20th December, 1803, according to the regulations as to the granting of lands, the laws and ordinances of said Government; and to receive and record all evidences of claim founded on occupation, habitation, and cultivation, designating particularly the time and manner in which each tract was occupied, inhabited, or cultivated, prior to and on the 22d February, 1819, and the continuance thereof subsequent to that time, &c.; and to transmit to the Secretary of the Treasury a complete record of all the claims presented to them under the said acts, and the evidence appertaining to each claim; and to recommend for confirmation or rejection such claims as should be thus presented. That, in pursuance of said authority, the register and receiver performed the duty assigned them, and transmitted their report to the Secretary of the Treasury; that among the claims embraced in the said report, and recommended for confirmation, are eleven, making in all 6,406 acres, which are suspended by 'An act to confirm claims to lands in the district between Rio Hondo and Sabine river, founded on habitation and cultivation,' passed on the 24th May, 1823,

'until it is ascertained whether they are situated in the country claimed by the Caddo Indians.'

"No information has been obtained showing that these claims are within the territory formerly claimed by the Caddo Indians. It is believed by the committee, however, that if such proof had been exhibited, it should not have prevented the confirmation of these claims, the Caddo Indians not having had any right to the territory claimed by them, except that of possession, and the claimants not being intruders upon the Indian lands. It appears that these Indians were driven by their enemies, (the Osages,) about thirty years ago, from the southwest, upon the white settlements, where they were permitted to remain until the late treaty; and that, in making the said treaty, the Secretary of War did not consider that they had any right to the country in which they resided, but was induced to give them the sum of \$80,000 to relinquish their possessions, and to remove from the country *peaceably*, as will appear by the documents accompanying this report.

"The committee, being of opinion, therefore, that the claims suspended by the 1st section of the act of 1828 are as meritorious as those which are confirmed by the said act, report a bill providing for their confirmation."

The reason alleged for postponing the confirmation of the claims numbered 10 and 13 aforesaid, was, to ascertain if the land designated in said claims was embraced within the limits of the land occupied by the Caddo Indians.

The evidence furnished by the Secretary of War shows, conclusively, that the Caddo Indians owned no lands in that district of country; that they were intruders: they remained by the tacit permission of those who had a right to the soil, and not by virtue of any right they had thereto.

The treaty of the 1st July, 1835, entered into between the United States and the Caddo Indians, was an arrangement by which the United States agreed to pay them the amount stipulated in the treaty, to induce them peaceably to move off and quit the land they were then living on. If the Caddo Indians did not, in fact, own any land which passed to the United States by the aforesaid treaty, the claim of the memorialist could not have been embraced within the limits of the lands the possession of which was yielded by the Caddo Indians in said treaty.

There is evidence before the committee showing that the Caddo Indians never pretended that their claim or possession extended far enough to include the lands specified in claims 10 and 13; but this is not deemed material.

The evidence furnished by the Secretary of War establishes the fact that the Caddo Indians had no limits of land to designate; and, if so, the claim of Samuel Norriss cannot be affected by any compact entered into between the United States and said Caddo Indians.

It is in proof that Samuel Norriss resided on the land covered by claims 10 and 13 in the year 1817; and although the evidence submitted to the commissioners in 1824 is not before the committee, yet, as it was sufficient to induce them to report favorably, and also sufficient to warrant the Committee on Private Land Claims (1st session of 24th Congress) to recommend, by report and bill, the confirmation of claims 10 and 13, which were, on the passage of said bill, postponed for no other reason than to give time to ascertain if the claims 10 and 13 were a part of the Caddo possession,

it is not believed necessary to refer to said evidence; for, if the Caddo Indians owned no lands, those claims could not be embraced as part or parcel of lands belonging to them. And the 2d article of the treaty entered into with them on the 1st day of July, 1835, shows that the United States contracted, and said Caddo nation agreed to surrender to the United States their possession, and move off, &c.

The claim of Samuel Norriss to numbers 10 and 13 originated long previous to the treaty with the Caddo Indians, and, if valid, must be in conformity to the laws and treaty stipulations in force previous to said treaty; and the treaty of 1st July, 1835, with the Caddo Indians, could not annul and make void previously existing rights.

The committee are of opinion that Samuel Norriss's claim to numbers 10 and 13 ought to have been confirmed by the act of the 24th May, 1828; and beg leave to report a bill confirming the same.

ANDREW JACKSON,

PRESIDENT OF THE UNITED STATES OF AMERICA.

To all and singular to whom these presents shall come, greeting :

WHEREAS a treaty was made at the agency-house, in the Caddo Nation, and State of Louisiana, on the first day of July, one thousand eight hundred and thirty-five, between the United States, by their commissioner, Jehiel Brooks, and the chiefs, head men, and warriors of the Caddo Nation of Indians; and whereas certain supplementary articles were added thereto, at the same time and place, which treaty, and articles supplementary thereto, are in the words following, to wit :

Articles of a treaty made at the agency-house, in the Caddo Nation, and State of Louisiana, on the first day of July, in the year of our Lord one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chiefs, head men, and warriors of the Caddo Nation of Indians.

ARTICLE I.

The chiefs, head men, and warriors of the said nation, agree to cede and relinquish to the United States all their land contained in the following boundaries, to wit :

Bounded on the west by the north and south line which separates the said United States from the republic of Mexico between the Sabine and Red rivers, wheresoever the same shall be defined and acknowledged to be by the two Governments. On the north and east by the Red river, from the point where the said north and south boundary line shall intersect the Red river, whether it be in the Territory of Arkansas or the State of Louisiana, following the meanders of the said river down to its junction with the Pascagoula bayou. On the south by the said Pascagoula bayou to its junction with the bayou Pierre, by said bayou to its junction with bayou Wallace, by said bayou and Lake Wallace to the mouth of the Cypress

bayou, thence up said bayou to the point of its intersection with the first-mentioned north and south line, following the meanders of the said water-courses; but if the said Cypress bayou be not clearly definable, so far then form a point which shall be definable by a line due west, till it intersect the first-mentioned north and south boundary line, be the content of land within said boundaries more or less.

ARTICLE II.

The said chiefs, head men, and warriors of the said nation, do voluntarily relinquish their possession to the territory of land aforesaid, and promise to remove at their own expense out of the boundaries of the United States and the territories belonging and appertaining thereto, within the period of one year from and after the signing of this treaty, and never more return to live, settle, or establish themselves, as a nation, tribe, or community of people, within the same.

ARTICLE III.

In consideration of the aforesaid cession, relinquishment, and removal, it is agreed that the said United States shall pay to the said nation of Caddo Indians the sums, in goods, horses, and money, hereinafter mentioned, to wit:

Thirty thousand dollars to be paid in goods and horses, as agreed upon, to be delivered on the signing of this treaty.

Ten thousand dollars in money, to be paid within one year from the first day of September next.

Ten thousand dollars *per annum* in money, for the four years next following, so as to make the whole sum paid and payable eighty thousand dollars.

ARTICLE IV.

It is further agreed that the said Caddo Nation of Indians shall have authority to appoint an agent or attorney-in-fact, resident in the United States, for the purpose of receiving for them from the said United States all of the annuities stated in this treaty as the same shall become due, to be paid to their said agent or attorney-in-fact at such place or places within the said United States as shall be agreed on between him and the proper officer of the Government of the United States.

ARTICLE V.

This treaty, after the same shall have been ratified and confirmed by the President and Senate of the United States, shall be binding on the contracting parties.

In testimony whereof, the said Jehiel Brooks, commissioner as aforesaid, and the chiefs, head men, and warriors of the said nation of Indians, have hereunto set their hands and affixed their seals, at the place and on the day and year above written.

J. BROOKS, [L. s.]

Tarshar,	his + mark, seal.
Tsauninot,	his + mark, seal.
Satiownhown,	his + mark, seal.
Tennehinun,	his + mark, seal.

Oat,	his + mark, seal.
Tinnowin,	his + mark, seal.
Chowabah,	his + mark, seal.
Kianhoon,	his + mark, seal.
Tiatesun,	his + mark, seal.
Tehowawinow,	his + mark, seal.
Téwinnun,	his + mark, seal.
Kardy,	his + mark, seal.
Tiohtow,	his + mark, seal.
Tehowahinno,	his + mark, seal.
Toocksoach,	his + mark, seal.
Tehowainia,	his + mark, seal.
Sauninow,	his + mark, seal.
Saunivoat,	his + mark, seal.
Highahidock,	his + mark, seal.
Mattan,	his + mark, seal.
Towabinne,	his + mark, seal.
Aach,	his + mark, seal.
Sookiantow,	his + mark, seal.
Sohone,	his + mark, seal.
Ossinse,	his + mark, seal.

In presence of—

T. J. Harrison, *Capt. 3d reg't inf. commanding detachment.*

J. Bonnell, *1st Lieut. 3d reg't U. S. infantry.*

G. P. Frile, *Brevet 2d Lieutenant, 3d reg't U. S. infantry.*

D. M. Heard, M. D., *Act. assistant surgeon, U. S. A.*

Isaac C. Williamson.

Henry Queen.

John W. Edwards, *Interpreter.*

Agreeably to the stipulations in the third article of the treaty, there have been purchased, at the request of the Caddo Indians, and delivered to them, goods and horses to the amount of thirty thousand dollars.

As evidence of the purchase and delivery as aforesaid, under the direction of the commissioner, and that the whole of the same have been received by the said Indians, the said commissioner, Jehiel Brooks, and the undersigned, chiefs and head men of the whole Caddo Nation of Indians, have hereunto set their hands and affixed their seals, the third day of July, in the year of our Lord one thousand eight hundred and thirty-five.

J. BROOKS, [L. S.]

Tarshar,	his + mark, seal.
Tsauninot,	his + mark, seal.
Satiownhown,	his + mark, seal.
Oat,	his + mark, seal.
Ossinse,	his + mark, seal.
Tiohtow,	his + mark, seal.
Chowawanow,	his + mark, seal.

In presence of—

Larkin Edwards.

Henry Queen.

John W. Edwards, *Interpreter.*

James Finnerty.

Articles supplementary to the treaty made at the agency-house, in the Caddo Nation, and State of Louisiana, on the first day of July, one thousand eight hundred and thirty-five, between Jehiel Brooks, commissioner on the part of the United States, and the chiefs, head men, and warriors of the Caddo Nation of Indians, concluded at the same place, and on the same day, between the said commissioner on the part of the United States, and the chiefs, head men, and warriors of the said nation of Indians, to wit:

Whereas the said nation of Indians did, in the year one thousand eight hundred and one, give to one François Grappe, and to his three sons then born and still living, named Jacques, Dominique, and Balthazar, for reasons stated at the time, and repeated in a memorial which the said nation addressed to the President of the United States in the month of January last, one league of land to each, in accordance with the Spanish custom of granting land to individuals. That the chiefs and head men, with the knowledge and approbation of the whole Caddo people, did go with the said François Grappe, accompanied by a number of white men, who were invited by the said chiefs and head men to be present as witnesses, before the Spanish authority at Natchitoches, and then and there did declare their wishes touching the said donation of land to the said Grappe and his three sons, and did request the same to be written out in form and ratified and confirmed by the proper authorities agreeably to law.

And whereas Larkin Edwards has resided for many years to the present time in the Caddo nation, was a long time their true and faithful interpreter, and, though poor, he has never sent the red man away from his door hungry: he is now old, and unable to support himself by manual labor, and, since his employment as their interpreter has ceased, possesses no adequate means by which to live: Now, therefore,—

ARTICLE I.

It is agreed that the legal representatives of the said François Grappe, deceased, and his three sons, Jacques, Dominique, and Balthazar Grappe, shall have their right to the said four leagues of land reserved for them and their heirs and assigns forever. The said lands to be taken out of the lands ceded to the United States by the said Caddo Nation of Indians, as expressed in the treaty to which these articles are supplementary. And the said four leagues of land shall be laid off in one body in the southeast corner of their lands ceded as aforesaid, and bounded by the Red river four leagues, and by the Pascagoula bayou one league, running back for quantity from each, so as to contain four square leagues of land, in conformity with the boundaries established and expressed in the original deed of gift made by the said Caddo Nation of Indians to the said François Grappe and his three sons, Jacques, Dominique, and Balthazar Grappe.

ARTICLE II.

And it is further agreed, that there shall be reserved to Larkin Edwards, his heirs and assigns forever, one section of land, to be selected out of the lands ceded to the United States by the said nation of Indians, as expressed in the treaty to which this article is supplementary, in any part thereof not

otherwise appropriated by the provisions contained in these supplementary articles.

ARTICLE III.

These supplementary articles, or either of them, after the same shall have been ratified and confirmed by the President and Senate of the United States, shall be binding on the contracting parties, otherwise to be void and of no effect upon the validity of the original treaty to which they are supplementary.

In testimony whereof, the said Jehiel Brooks, commissioner as aforesaid, and the chiefs, head men, and warriors of the said nation of Indians, have hereunto set their hands and affixed their seals, at the place and on the day and year above written.

J. BROOKS, [L. s.]

Tarshar,	his + mark, seal.
Tsauninot,	his + mark, seal.
Satiowphown,	his + mark, seal.
Tinnehinan,	his + mark, seal.
Oat,	his + mark, seal.
Tinnowin,	his + mark, seal.
Chowabah,	his + mark, seal.
Kianhoo,	his + mark, seal.
Tialesun,	his + mark, seal.
Tehowawinow,	his + mark, seal.
Tewinnup,	his + mark, seal.
Kardy,	his + mark, seal.
Tiohtow,	his + mark, seal.
Tehawahinno,	his + mark, seal.
Toackkooch,	his + mark, seal.
Tchowainin,	his + mark, seal.
Sanninow,	his + mark, seal.
Sauninot,	his + mark, seal.
Hiahidock,	his + mark, seal.
Mattan,	his + mark, seal.
Towahinne,	his + mark, seal.
Aach,	his + mark, seal.
Soakiantow,	his + mark, seal.
Sohone,	his + mark, seal.
Ossinse,	his + mark, seal.

In presence of—

T. J. Harrison, *Capt. 3d reg't, commanding detachment.*

J. Bonnell, *1st Lieut. 3d reg't U. S. infantry.*

G. P. Frile, *Brevet 2d Lieut. 3d reg't U. S. infantry.*

D. M. Heard, *M. D., Act. assistant surgeon U. S. A.*

Isaac C. Williamson.

Henry Quech.

John W. Edwards, *Interpreter.*

Now, therefore, be it known that I, Andrew Jackson, President of the United States of America, having seen and considered the said treaty, do, by and with the advice and consent of the Senate, as expressed in their

resolution of the twenty-sixth of January, one thousand eight hundred and thirty-six, accept, ratify, and confirm the same, and every clause and article thereof.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed, having signed the same with my hand.

Done at the city of Washington, this second day of February, one thousand eight hundred and thirty-six, and of the independence of the United States the sixtieth.

ANDREW JACKSON.

By the President :

JOHN FORSYTH, *Secretary of State.*

MAY 22, 1838.

Mr. MOUTON submitted the following report :

The Committee on Private Land Claims, to whom was referred the five claims to lands situated between the Rio Hondo and the Sabine, beg leave to report :

That these claims, together with several others, were reported for confirmation, on the 1st day of November, 1824, by the register and receiver of the southwestern district of Louisiana. That, subsequently, (viz : on the 24th day of May, 1828,) Congress passed an act confirming all the other claims of the same nature, and suspended these five, as is expressly stated in said confirmatory act, "until it is ascertained whether they are situated within the limits of the lands claimed by the Caddo Indians." The claimants, in order to remove the doubt existing on that point, and, consequently, the objection to confirming lands to which the Indian titles had not been extinguished, produce now the certificate of the chiefs, warriors, and head men of the Caddo tribe of Indians, in which they state, positively, that their lands never included those here claimed, and that they never, at any time, set up any claim to them, or interfered with their occupation by the claimants. Those facts are corroborated by the certificates of other citizens, living in the same neighborhood, having no interest in the claims, who establish the fact of undisturbed possession by the claimants, for many years. The committee therefore recommend the confirmation of said claims, and ask leave to introduce a bill to that effect.

STATE OF LOUISIANA, *Parish of Caddo :*

This day personally appeared before me, the undersigned authority, Hosea Benite Aldaret, a citizen of the above-written State and parish, who, being duly sworn as to the truth of what he shall subscribe, depose and saith :

That two days previous to the meeting held by the Caddo Indians, in the year 1835, for the purpose of negotiating a treaty with Mr. Jehiel Brooks, then agent for the said Indians, for the sale of their land, that he, the said Aldaret, was solicited by the chiefs, but more earnestly by the

head or principal chief of the tribe, to be with them during the progress of the business, as a spy or observer of the conduct of a Mr. John Edwards, who was to act as interpreter between them and Mr. Brooks, stating to him (the said Aldaret) that they distrusted the said Edwards, and was apprehensive some advantage would be taken of them through his instrumentality.

That, whilst the negotiation was going on, the said agent or commissioner (Mr. Brooks) requested the said Edwards to ask of the Indians if they would not include in the sale then about being made to the United States the tract of country known as Rush island, (lying between bayou Pierre and Red river;) to which the Indians replied in the negative, observing, that it was already Congress land; that they did not and never had claimed it; that, if even they had claimed it, they would not sell it, as there were a number of people settled on it, whom they did not wish to dispossess; that the said interpreter, (Edwards,) instead of returning the answer thus made by the Indians, told the commissioner (Brooks) that they said that they would include the island; whereupon the deponent, perfectly understanding the reply of the Indians, and disgusted at the duplicity and double dealing of said Edwards, told him (the said Edwards) plainly that he had lied; whereupon the said Edwards, addressing himself to Mr. Brooks, told him that unless he sent off the white people from the treaty ground, it would be impossible for him to succeed in making a treaty with the Indians; that Mr. Brooks accordingly did then order off all the whites, the deponent included; and, in order the more effectually to prevent any white witnesses being present, had the number of sentinels already on duty doubled.

This deponent further says, that some few months after the signing of the treaty, and after Mr. Brooks had left the country, that the above-named Edwards also left this country, alleging as a reason for his quitting, that he was apprehensive there would be considerable fuss and dissatisfaction when the treaty came to be published, and he should not feel himself safe in remaining here.

HOSEA BENITE ALDARET, his + mark.

Sworn and subscribed to, by making his mark, before me, this 15th day of Januar 840.

ROB. V. MARYE,

Justice of the Peace for Parish and State above-written.

STATE OF LOUISIANA, *Parish of Caddo:*

I, the undersigned, parish judge of the parish of Caddo, do hereby certify that the within-named Robert V. Marye is an acting justice of the peace in and for said parish, and that due faith is given to all his official acts.

Given under my signature and seal of office, at Shreveport, this [L. s.] eighteenth day of February, one thousand eight hundred and forty.

W. JENKINS, *Parish Judge.*

FEBRUARY 1, 1840.

STATE OF LOUISIANA, *Parish of Caddo* :

This day personally appeared before me, the undersigned authority, Andre Valentin, John Baptiste Francois Prudhomme, and John Joseph Le Barb, all citizens of the county, who depose, respectively, as follows :

Andre Valentin : That he is a native of the country, and has resided in this and Natchitoches parish all his life ; that he is now seventy years of age ; that his occupation for many years back has been that of a trader with different tribes of Indians resorting to this quarter, but more particularly with the Caddo tribe ; that he is generally acquainted with the localities of the country ; that he understands that a certain Mr. Jehiel Brooks, lately commissioner on the part of the United States for the purpose of forming a treaty with the Caddo Indians for the purchase of their lands, has, through the treaty thus made, obtained, directly or indirectly, a grant of four leagues of land ; and that he has laid the survey of said grant to commence on its lower extremity on a bayou which he has ever understood and believes to be properly known as Prairie river, whereas said grant should, by the words of the said treaty, have been bounded on the lower extremity by a bayou called Pascagoula, which lies many miles lower down the Red river, and, like the said Prairie river, makes out of Red river into bayou Pierre ; that the said Brooks, by thus locating his grant, interferes with and directly covers the claims of Mr. Samuel Norriss, Antoine D. Porier, Francois D. Porier, Leonard Dyson, Peter Murphy, and J. B. Porier, brothers and sisters, all holding Rio Hondo claims ; and that, to his personal knowledge, the said claims are just ; that he has known Mr. Samuel Norriss since the year eighteen hundred and thirteen ; that he has, during all that time, considered him, as well as the said Poriers, citizens of this and Natchitoches parish ; that Mr. Norriss has occasionally visited Texas, where his mother resides, but has ever retained and held his property in the United States, and been considered a citizen thereof ; that, with respect to the boundary of the lands obtained by the treaty referred to, with the Caddo Indians, he has always understood, and fully believes, that they made no claim whatever to that part of the present parish of Caddo called Rush island, whereon said Brooks has located his grant of four leagues, but that the boundary intended and believed by the Indians to be established by the treaty reached no further than Bayou Pierre river, or the red water mark, as the Indians expressed themselves.

John B. Francois Prudhomme, having heard the above statement read, states that he fully concurs in all its particulars ; that he is a creole of the country, and has resided all his life in it.

John Joseph Le Barb, also a creole of the country, and a resident through life, says that the above statement of Mr. Valentin is what he has ever understood, and to his own knowledge in every particular true.

ANDRE VALENTIN, his + mark.

JOHN BAPTISTE FRANCOIS PRUDHOMME, his + mark.

JOHN JOSEPH LE BARB, his + mark.

Sworn to and subscribed, by making their usual marks, before me, in the parish and State aforesaid, by the said Valentin, Prudhomme, and Le Barb, to whose attestations all credit is due.

ROB. V. MARYE, *Justice of the Peace.*

Naville Rembin, a creole, has resided all his life in Natchitoches and what is now the parish of Caddo; deposes that the statement of Mr. Andre Valentin is, he believes, in every particular true; that he has lived a neighbor to Mr. Norriss many years; that Mr. Norriss was a resident of this (Caddo) parish in the years 1827 and 1828; that Mr. Norriss has never forfeited or relinquished his right of citizenship, but has been a cultivator of the soil within this State since the year 1813; and that he was present at the treaty made in 1835, by Mr. Brooks, on the part of the United States, with the Caddo Indians; and that, at the making of that treaty, he understood from the Indians (knowing their language well) that the river Bayou Pierre, at the foot of the highlands, was defined by them as their boundary on that side, and not Red river; and that they did not pretend any claim to what is called Rush island.

NAVILLE REMBIN, his + m rk.

Sworn to and subscribed before me, an acting justice of the peace in the parish of Caddo, and State of Louisiana, this 1st day of February, 1840, by Naville Rembin, whose asseveration is entitled to full credit.

ROBERT V. MARYE,

Justice of the Peace.

FEBRUARY 1, 1840.

STATE OF LOUISIANA, *Parish of Caddo:*

Charles Rembin, a creole, being duly sworn, deposeth that he has heard the statement made by Mr. Andre Valentin read; that he has well considered the same, and approves it as true; that he has always known a certain stream, about eight or ten miles on a straight line below the residence of Mr. Samuel Norriss, on Red river, being the same now made the lower boundary of a grant of four leagues of land held by Mr. Jehiel Brooks as a donation to a certain family called Grappes, under the name of Prairie river; and, moreover, that there is a bayou, some fifteen or twenty miles lower down, called Pascagoula, being the only bayou, as he confidently believes, of that name above the town of Natchitoches. And, further, that he was interpreter between the Caddo Indians and Mr. Samuel Norriss, when the latter drew up a petition to Congress to confirm his and the other settlers' claims on Red river; in which petition it was alleged that the said Indians had never claimed and did not intend to include Rush island in the sale of land made by them to the Government, and that the Indians did expressly disclaim any ownership to said land, and affirmed that they held bayou Pierre as their proper line; that Mr. Samuel Norriss, François D. Porier, Antoine D. Porier, J. B. Porier, brothers and sisters, are now and have been citizens of the United States since the year 1813; and that they have at no time expatriated themselves by becoming citizens of another Government.

CHARLES REMBIN, his + mark.

Sworn to and subscribed, by making his usual mark, before me, an acting justice of the peace in and for the parish and State aforesaid, this 1st February, 1840.

ROBERT V. MARYE,

Justice of the Peace.

STATE OF LOUISIANA, *Parish of Caddo:*

I, the undersigned, parish judge of the said parish of Caddo, do hereby certify that the above-named Robert V. Marye is an acting justice of the peace in and for said parish, and that full faith is given to all his official acts.

Given under my signature and seal of office, at Shreveport, this [L. s.] eighteenth day of February, one thousand eight hundred and forty.

W. JENKINS, *Parish Judge.*

STATE OF LOUISIANA, *Parish of Caddo:*

Personally came and appeared before me, Robert V. Marye, an acting justice of the peace for the parish and State aforesaid, Cæsar Thomasa, Antoine Porier, Orimon Thomasa, Baptiste Porier, Pierre P. Porier, Lewis Porier, and Ursan Porier, who, being duly sworn, depose and say that Samuel Norriss, Antoine D. Porier, and Francis D. Porier, were all settlers on Red river, in the then parish of Natchitoches, now Caddo, during the whole of the years eighteen hundred and twenty-seven and eighteen hundred and twenty-eight, and that they did each of them cultivate a farm the two said years on Red river.

CÆSAR THOMASA, his + mark.
 ANTOINE PORIER, his + mark.
 ORIMON THOMASA, his + mark.
 BAPTISTE PORIER, his + mark.
 PIERRE P. PORIER, his + mark.
 LEWIS PORIER, his + mark.
 URSAN PORIER, his + mark.

Sworn and subscribed to, by making their usual mark, (none of them knowing how to write,) this 25th day of January, 1840.

ROBERT V. MARYE,

Justice of the Peace.

STATE OF LOUISIANA, *Parish of Caddo:*

I, the undersigned, parish judge of the parish of Caddo, do hereby certify that the within-named Robert V. Marye is an acting justice of the peace in and for said parish, and that due faith is given to all his official acts.

Given under my signature and seal of office, at Shreveport, this [L. s.] eighteenth day of February, one thousand eight hundred and forty.

W. JENKINS, *Parish Judge.*

STATE OF LOUISIANA, *Parish of Caddo:*

Personally appeared before me, the undersigned authority, Messrs. Joseph Valentin and Thomas Wallace, sen., citizens of said parish, who, being first duly sworn, depose and say: That they are well acquainted with Mr. Samuel Norriss, also of said parish, and that they have known him as a citizen of Rush island, on Red river, ever since the year one thousand eight hundred and seventeen, with the exception of about eighteen months, in

one thousand eight hundred and twenty-six and one thousand eight hundred and twenty-seven; and that said Samuel Norriss still resides on his Rio Hondo section of land, for which he petitions the board of land commissioners at Opelousas, Louisiana, to which claim and proof reference is made.

That said Samuel Norriss has a wife and seven children residing with him on said land, and that he (said Norriss) has had the said land in cultivation ever since the said first date, A. D. 1817; and that we know the said Norriss to be a very honest and respectable citizen. That said land was occupied and cultivated in 1826 and 1827, by Philip Frederick, for the use and benefit of said Samuel Norriss, during his temporary absence.

JOSEPH VALENTIN, his + mark.

THOMAS WALLACE, Sen., his + mark.

Sworn and subscribed to before me, this 29th November, 1839, with their ordinary marks.

ROBERT V. MARYE,
Justice of the Peace.

NOVEMBER 30, 1839.

STATE OF LOUISIANA, *Parish of Caddo* :

I, the undersigned authority, do hereby certify that I am acquainted, personally, with Messrs. Joseph Valentin, Samuel Norriss, and Thomas Wallace, whose names appear as witnesses to the above instrument of writing, and that they are all citizens of this parish, worthy of belief on oath, and good and honest citizens.

ROBERT V. MARYE, *J. P.*

STATE OF LOUISIANA, *Parish of Caddo* :

I hereby certify that Robert V. Marye is an acting justice of the peace of the parish of Caddo, State of Louisiana, and that his official acts are entitled to full faith and credit.

Given under my hand and seal of office, at Shreveport, on the 2d [L. S.] day of December, 1839.

W. JENKINS, *Parish Judge.*

I, Henry Queen, do solemnly swear, on the Holy Evangelists of Almighty God, that I was present at the signing of a treaty by Jehiel Brooks and a delegation of Caddo Indians, on the first day of July last, and am a witness to the same. The treaty and supplement thereto (the last of which, the said Jehiel Brooks stated, contained reservations of land) was then and there translated to the said delegation of Indians, in presence of all of the subscribing witnesses. The treaty was examined, in part or entirely, by some of the subscribing witnesses; myself and one or two declining, on the ground that its contents was no concern of ours. I was satisfied that the Indians had a full understanding of it, and I believe every other person present was also satisfied of the fact.

Some time in the month following (August) I was present at the room occupied by the said Jehiel Brooks, in the town of Natchitoches, when Jacques Grappe, Balthazar Grappe, and Dominique Grappe, called and

inquired if the reservations had been made for them and their brothers and sisters? They were informed by the said Brooks that the reservations were made, as expressed in the depositions furnished by them. The said Grappes then offered to sell out to the said Brooks for the sum of six thousand dollars. The said Brooks replied, that he would give it, *provided* the reservations should be approved by the Government; but that he had his doubts of their success, as he knew the Government was opposed, generally, to Indian reservations of land, and these must stand or fall upon their intrinsic merits. The Grappes said they could present further evidence in the case, and did so, before the said Brooks left Natchitoches.

HENRY QUEEN.

Subscribed and sworn to before me, the subscriber, a justice of the peace for the county of Washington, this 9th day of June, 1836.

SAM. STETTINIUS, J. P.

Answers of Henry Queen to the interrogatories propounded by the Committee on Indian Affairs, House of Representatives:

To 1st interrogatory. I was at the agency-house, in the Caddo Nation of Indians, in the State of Louisiana, in company with the other subscribing witnesses, at the opening of the council on the morning of the 28th June, 1835, and we were present at the daily councils, more or less, as inclination seemed to prompt; but, owing to the excessive warmth of the weather, I found it too disagreeable to continue long at a time in *that sort of a crowd*; and, from the course I saw others pursue, I believe similar feelings governed all white men present, whose duties did not require their constant attendance.

In the afternoon of the 1st July, 1835, we were all formally invited by the commissioner (Jehiel Brooks) to attend the council, for the purpose of witnessing the execution of the treaty, when I believe every white man, except Larkin Edwards, then at the treaty ground, did attend and witness the same. Edwards declined being present on this occasion, as he had from the beginning, on account of his being an applicant for a reservation of land. The ceremony of opening this last council commenced, as usual, by passing a lighted pipe to every person present, after which the commissioner, who was seated at the council table, and in bad health at the time, pointed to papers before him, and, addressing the witnesses, observed: Gentlemen, these papers contain, in duplicate, a treaty ceding the Caddo Indian territory to the United States, with a supplement containing reservations of land to individuals, as agreed on in council, and now presented in form for signature, and open to the examination of any person desiring to do so, or words to that import.

The interpreter, John W. Edwards, then translated these papers to the Indians, in the order presented to him by the said Brooks; and, in the mean time, some of the witnesses read more or less of these papers, whilst others declined. As the interpreter closed his translation, with the paper still in his hand, the said Brooks inquired of the Indians in council, if they understood what had been read to them, and were satisfied with it. To which they all replied in the affirmative. They then severally arose, as their

names were called, and affixed their mark to the four written signatures, in presence of all the subscribing witnesses, and of the whole multitude of men, women, and children, of the Caddo nation, assembled at the treaty ground, amounting to near one thousand individuals.

At the time the translation to the Indians was being made, I think Lieutenants Bonnell and Field, Dr. Heard, and a Mr. Williamson, (who happened to be there at the time,) read the treaty more or less, but to what extent I am unable to say, until the reading was arrested by Captain Harrison. His remarks were in substance as follows, to wit: Gentlemen, it is neither necessary nor strictly proper that we should know the particular contents of the treaty. We are called on to witness the *signing* of the treaty. If we are satisfied that the *Indians* understand it, and show no reluctance in executing on their part, we declare as much by our signatures, and this is all we have to do with it. Considerable desultory conversation followed, but no further examination of the documents took place. I knew not at that time to whom reservations were made, but presumed there was one in favor of Larkin Edwards, from his previous remarks to me.

To 2d interrogatory. The military detachment did not arrive at the treaty ground till after the Indians were mostly assembled, and in the latter part of the day, and reported for duty the next morning. About the same time, the Caddo chiefs, through their interpreter, reported that white men had come into their camp late in the night previous, had been persuading their people not to make a treaty, and were still there. A military guard was therefore despatched, with orders to take into custody all white men found there. The guard returned with one François Bark, and reported that another white man, named Joseph Valentin, had been there, but made his escape. The said Brooks, who had been the agent for that station, and the Edwardses, (father and son,) who had long resided among the Caddoes, as they informed me, spoke of this Valentin as an old illicit Indian trader, and a notorious violator of the intercourse laws. Immediately after this occurrence, a chain of sentinels was posted around the Indian encampment, with orders for no white man to enter it, by day or night, without the password. After the police was organized, the prisoner was liberated, without any further injury than perhaps an hour's detention. He was represented by the Edwardses as living with an Indian woman, and hostile to the Americans. I was further told by the Edwardses, that the frontier settlers, who were mostly Indian traders, were opposed to a treaty, and that none could be made if they were suffered to tamper with the Indians while assembled, as they would keep them too much intoxicated to transact business. As it was, I did not see an Indian drunk till some days after they had received all of their goods.

To 3d interrogatory. I do not believe any of the Grappes were present at the treaty. If any person of the name of Grappe, or any other name, related to François Grappe, deceased, was there, I know it not. Some persons of that name called on said Brooks at Natchitoches, in the month of August following, and inquired if the reservations had been made for them. Said Brooks informed them that the reservations were made in conformity with the depositions which they had placed in his hands, as the Indians in council had voluntarily requested him to do.

To 4th interrogatory. I have already stated what I know. There were no other white men but the troops at the post during the treaty, except two

or three who brought beeves for the Indians. They came at the commencement; remained but a short time; and, so far as I observed, had nothing to say or do respecting the treaty.

To 5th interrogatory. I can say nothing more than I have previously stated.

To 6th interrogatory. I know nothing more of my own knowledge than what I have related. I have heard the said Brooks say that he was directed by the President of the United States to put all reservations made by the Indians into supplemental articles, so that, should the Government disapprove of them, it might not annul the main treaty, or treaty of purchase.

To 7th interrogatory. I will repeat that the treaty of limits and cession, and the supplement thereto, were presented for signature all together, and that they were signed by the contracting parties and witnesses as *one act*—that is to say, each individual, as his turn came, executed the four signatures immediately one after another, in presence of all the rest, whose names are subscribed to the two instruments.

To 8th interrogatory. I have nothing additional to state.

To 9th interrogatory. I do not; and I have no doubt, if such a contract had been made at the time, that I should have known something respecting it.

To 10th interrogatory. I know not what the land was worth in 1835, or at any subsequent time.

To 11th interrogatory. In the latter part of July, 1835, I left the treaty ground on horseback, for Fort Jesup, and lodged the first night at the house of Thomas Wallace, the elder, who resided a few miles out of the Indian limits. I there saw a large quantity of the identical goods I had seen delivered to the Caddoes at the treaty ground, on the third day of the month. I saw blankets, broadcloths, calicoes, cotton domestics, rifle guns, and other articles, not now recollected sufficiently to name, to the value of more than two thousand dollars, as I then and still believed. This man's wife was part Indian. And I saw a nephew of his, that was a half-breed. He applied for a reservation of land, but I understood that the Indians refused to grant it, because he had never done any thing to support his mother, who was a Caddo squaw. I was detained at the treaty ground, to the time above mentioned, by the illness of the said Brooks. He descended the river to Natchitoches in the early part of August, being too feeble to travel by land.

To 12th interrogatory. I know not where the Grappes resided. I believe none of that name resided on the lands reserved to them.

To 13th interrogatory. I know one Samuel Norriss resided within the limits of the reservation, and believe his brothers-in-law, — Dupree, Antoine Porier, and François D. Porier, lived within the same—the last of whom is the son-in-law of the said Joseph Valentin. I have no doubt that Jehiel Brooks knows much more about these matters than I do. I took very little notice of their improvements. My impression is, that they were poor people, and their improvements of little value.

I will further state, that I accompanied Colonel Brooks on his mission to make this treaty, from the District of Columbia, in his employ, for the purpose of assisting him as far as practicable, he not having been allowed any assistance by the Government. The whole proceeding had so much of novelty in it to me, that it made a very lasting impression on my memory.

so far as the occurrences passed under my observation. And in conclusion, I will state that I am the brother-in-law of Colonel Brooks; but I have not now, and never have had, nor ever expect to have, from any understanding, in writing or otherwise, with the said Brooks, or any agent or friend of his, any interest, direct or indirect, in the making of the treaty, or arising out of any of its provisions, beyond the pay I received for my services.

I will further add, that I have made previous statements touching these proceedings; and if this shall particularize the incidents connected with the Caddo treaty more fully than they do, it is owing entirely to the wider range presented to my mind by, and the specific inductions of, the interrogatories propounded.

HENRY QUEEN.

Questions propounded by Jehiel Brooks.

Question. Were any goods delivered to the Indians, or did they take any without leave, on the day the treaty was signed, or at any other time during the treaty?

Answer. Not to my knowledge; nor do I believe that such a circumstance could have occurred without my knowing it.

Question. Was or was not Lieutenant J. Bonnell, who witnessed the Caddo treaty, more or less intoxicated by drinking daily whilst at the treaty ground, and was or was he not in that condition at the signing of the treaty?

Answer. Yes, such is my opinion.

Question. From the out-door duties you performed daily at the treaty ground, do or do you not believe that you knew of every visit to the agency-house, made by white men, during the stay of the Indians?

Answer. Yes, I believe I do.

Question. In your visits to Red river, on the occasion of the Caddo treaty, and afterwards, did or did you not become acquainted with François Poirier, and the Poiriers of Rush island generally? If yes, did you see the said François Poirier, or any person of that name, on the treaty ground at any time during the continuance of the treaty?

Answer. Yes, I know François Poirier, and all of the name who resided on Rush island. I saw none of the name at the treaty ground during the treaty.

Question. Between the first opening of the council and the signing of the Caddo treaty, did you see or hear of *Larkin Edwards*, John W. Edwards, the Caddoes, and commissioner, conversing together at the agency-house or elsewhere? If yes, did you see any other white men present?

Answer. I did not see, nor do I believe *Larkin Edwards* was present at any interview between any portion of the Caddoes and the commissioner during the pendency of the treaty. I noticed that Mr. Edwards carefully avoided being present on every such occasion, and for the reason, as he stated to me, that he was an applicant for a reservation of land. I saw no white men present at any such interview, except those who witnessed the treaty; and the Indians on the treaty ground never attended *en masse* but on one occasion, and that was to witness the signing of the treaty, on the 1st day of July, 1835, in the afternoon.

Question. Did you see the chiefs or councillors remain in or about the

agency-house, at any time during the treaty, after the council had adjourned for the day?

Answer. I did not. The councillors came to the council always in a body, with the chiefs at their head, and retired in the same order to their encampment, about a quarter of a mile distant.

Question. Did you see or hear of any other person or persons being in custody of or escorted by the military at the treaty ground, except the individual you have already mentioned? If yes, state who, and on what pretence or occasion.

Answer. I know nor heard of no other instance of the kind but the one already related.

Question. Did you hear any person at the treaty express dissatisfaction in respect to the manner of conducting the negotiation, or to any of the provisions of the treaty? If yes, state by whom, and in what particular.

Answer. I heard nothing on the subject.

Question. In what part of the agency-house did the council hold its sittings?

Answer. On the southwest corner of the piazza or gallery.

Question. Did you see or hear of any white persons standing on the ground outside of the piazza at any time whilst the council was in session?

Answer. No.

Question. During the commissioner's intercourse with the Indians at the treaty, did you observe any disposition manifested to hurry the business with them?

Answer. I did not.

Question. Did you hear any person say, or learn from any other source, that the Indians requested or desired the treaty to be postponed, on any account or pretext?

Answer. I did not.

Question. Do you know or did you hear of any other person, except the sworn interpreter, addressing the Indians in council?

Answer. I neither know nor heard any thing of the kind.

Question. Did you hear any reasons assigned why Larkin Edwards, the father, instead of John W. Edwards, the son, was not employed as interpreter for the treaty?

Answer. Mr. Larkin Edwards told me himself that he had been employed many years as Caddo interpreter, but, as he was an applicant for a reservation of land on the occasion of this treaty, and as his son John was as competent for the duty as himself, he had declined serving.

Question. From your own observation and acquaintance with John W. Edwards, what was your opinion of his fitness for and conduct in that duty?

Answer. I believed at the time, and still believe, that he was every way well qualified for that duty.

Question. Have you any recollection of the commissioner's entertaining business, in respect to the treaty, with the chiefs or councillors, after 3 o'clock P. M. of any day, except the final act of signing the treaty? If yes, state the time, place, and persons present.

Answer. I have not, and do not believe any such occurrence took place.

Question. Did Jacob Irwin reside at or near the agency-house at the time of the treaty?

Answer. He resided, as near as I can recollect, some eight or ten miles from the agency-house, in the parish of Claiborne.

Question. What was Jacob Irwin's condition at the time he came to the treaty ground, how long did he remain there, and what was his condition when he went away?

Answer. He came to the agency-house, on the same day and a short time before the detachment of troops arrived, in a state of inebriety; he remained till the next day after breakfast, and then departed in a similar condition.

Question. Have you seen Jacob Irwin at other times and places?

Answer. Yes

Question. Did you ever see him in any public place without his being more or less intoxicated?

Answer. I never did.

Question. Have you not understood from various persons at Natchitoches and elsewhere that such has been his uniform practice for years past?

Answer. Yes, I have.

Question. Do you or do you not consider Jacob Irwin, when intoxicated, completely *non compos mentis*, or in a state of greater mental aberration than usual with men in a similar condition?

Answer. Yes; he is exceedingly restless and meddlesome whilst under the influence of liquor, but gentlemanly and retiring in his manners when sober.

Question. Was the treaty postponed or delayed in its progress at any time on account of the absence of any person or persons, or from any other cause?

Answer. Not from my recollection.

Question. When did you last see Larkin Edwards, and what was his appearance and condition?

Answer. I was at Coats's bluff in the month of February, 1838, where I saw Larkin Edwards, at the house of his son-in-law, a Mr. Scheunick. He appeared to be very infirm and imbecile; and the said Scheunick so represented his situation to me at the time.

DISTRICT OF COLUMBIA, *Washington County, to wit:*

On this 25th day of May, 1842, before me, a justice of the peace for said county, personally appeared Henry Queen, and made oath to the foregoing instrument of writing according to due form of law.

Sworn before

NATH. BRADEY, J. P.

Additional cross-interrogatories propounded to Henry Queen, by Jehiel Brooks, in respect to the Caddo treaty, to be laid before the Committee on Indian Affairs, House of Representatives.

Question. You have stated that you were present every day the council sat in negotiating the Caddo treaty, which terminated on the 1st day of July, 1835: what portion of time, or how long at a time, did you absent yourself whilst the council were in session?

Answer. I was regularly present each day; but, the weather being very warm, I frequently stepped out of the crowd for the purpose of fresh air, but never to remain long at a time, and seldom out of the immediate view of the council.

Question. Do you know, or have you ever heard, of any person or persons being present in council, at any time during said negotiation, except those who signed and witnessed the treaty? If yes, state their names and every occurrence relating to them.

Answer. I know of no white man being present at any one of the councils, or at any portion of a council, unless some of the soldiery may have stood outside of the piazza, (where the council uniformly sat,) and thus may have heard the proceedings, except those individuals whose names appear to the treaty. These soldiers wore their uniforms daily, and if any of the people of that country, whose fashion of dress contrasts most strikingly with the soldier's uniform, had been among them, or standing there by themselves, without ever speaking, for any length of time, I am confident I should have noticed them, as their costume and manners were quite a novelty to me at the time. Besides, I knew the commissioner anticipated some interference, from the frontier whites, prejudicial to the treaty, which caused me to be on the lookout for them, and to feel, at the time, some surprise that further attempts were not made. I purchased a drove of beeves, by order of the commissioner, from a man, I think, named Rembin, and there may have been two individuals with him. They came with the beeves late in the evening and departed the next morning directly after breakfast; and I am positive that they were not at any one of the councils, and that they were not escorted any where whilst there by a military guard. The Caddo Indians, assembled at the treaty ground at the time these men were there, numbered some hundreds; but none, except the select councillors, ever appeared in council, and there was no assemblage of the Indians at the council-house *en masse*, but the one at the signing of the treaty, in the afternoon of July 1st, 1835, to which date I am positive that Larkin Edwards was not present, or witnessed any of the proceedings whatever. I say this, too, after having reperused and carefully reflected upon the testimony of "Lewis Naville Rembin, Charles Rembin," and "John Joseph Le Barb," as printed in "Doc. No. 25, 27th Congress, 2d session, House of Representatives." As to any person named *Aldaret*, I know nothing. I have no knowledge of ever having heard the name mentioned till lately, by Col. Brooks. Certain I am that no white man, Indian, or negro, that no being of the race of man, of that name, sat in or at any council held at the Caddo treaty of 1835.

Question. Do you or do you not know that, after the treaty was signed, and during the time Larkin Edwards was assisting the Caddoes in dividing their goods, preparatory to their departure, he read the treaty and approved the boundaries expressed therein?

Answer. I believe Larkin Edwards had a full knowledge of the treaty at the time alluded to, and I never heard him or any other person express a belief or opinion that there was any error in that respect; and I know that the land where Samuel Norriss and many of the Pories lived at the time was considered to be within the Caddo limits, and believe these people so understood it themselves.

Question. Do you not know that yourself, the commissioner, and the goods and supplies for the treaty, were all landed at Norriss's, and thence transported up the bayou Pierre to the treaty ground; and that, whilst at Norriss's, the commissioner invited him and authorized him to invite his friends to attend the treaty, and did any of them so attend the treaty?

Answer. I believe such an invitation was extended, but not one of them

visited the treaty. The commencement of the treaty was well known at Norriss's. James Finnerty lived there, and was employed as patroon of the pirogues which conveyed the supplies to the agency landing or treaty ground, and was passing back and forth daily from the time of their landing till after the treaty was signed—Norriss hauling the goods from his house to the Bayou Pierre landing, thus affording them every facility to visit the post; and I heard the commissioner express surprise at the time that none of those people had attended.

Question. Were you not at Samuel Norriss's, and through that neighborhood, in February, 1838, and did you hear any portion of the Caddo treaty boundaries controverted by any person at that time?

Answer. I accompanied the United States deputy surveyor from a little above the mouth of the Pascagoula bayou to Samuel Norriss's residence, in meandering the Red river conformably with the stipulations of the Grappe reservations, and I heard no person express even a doubt as to the accuracy of the boundaries in the treaty, or any portion of them. I accompanied the surveyor no higher, there being no person living at the time above, within the scope of the reservations. This was done by me as the agent of Col. Brooks, owing to a rumor that the surveyor would be resisted at Norriss's. Norriss, however, nor no other person, attempted any thing of the kind, and Norriss denied all participation in the rumor. I heard no person say that the Caddo boundaries were wrongly stated in the treaty.

HENRY QUEEN.

Subscribed and sworn to before me, this 26th July, 1842.

B. K. MORSELL, J. P.

Deposition of William Callahan and Antoine Grillett.

STATE OF LOUISIANA, *Parish of Natchitoches* :

Personally came and appeared before me, the undersigned, a justice of the peace, acting in and for the parish and State aforesaid, Antoine Grillett and William Callahan, formerly of the republic of Mexico, who, on their oaths, say that they are well acquainted with Samuel Norriss; that he was then an acting alcalde in said republic, in the years 1826, 1827, and 1828; and that they also [know] Nathaniel Norriss, Antoine Porier, and François D. Porier, and brothers and sisters, and that they were citizens of the said republic of Texas in the years aforesaid of 1826, 1827, and 1828, and previous.

Antoine Grillett states that he knows well the above-named persons as stated, except Antoine and François D. Porier.

A. GRILLETT.

WM. CALLAHAN.

Sworn to and subscribed before me, this 9th day of November, 1839.

I. HOLMES, *Justice of the Peace,*
Parish of Natchitoches, State of Louisiana.

I certify that the above is a true copy of the affidavits of Antoine Grillett and William Callahan, as therein stated in the original delivered to

John H. Mahlé, Esq. In testimony whereof, I have signed this 14th day of November, 1839.

I. HOLMES, *Justice of the Peace,
Parish of Natchitoches, State of Louisiana.*

STATE OF LOUISIANA, *Parish of Natchitoches :*

I, Charles E. Greneaux, parish judge in and for the parish aforesaid, do hereby certify that Isaac Holmes, whose signature appears on the above copy of affidavit, is now, and was at the time of signing the same, a justice of the peace, duly commissioned, and acting in and for the said parish, and that full faith and credit are due to all his official acts.

Given under my hand and official seal, at Natchitoches, this 11th day of November, 1839.

C. E. GRENEAUX, *Parish Judge.*

Testimony of Jonathan McCarty, before the Committee on Indian Affairs of the House of Representatives, Washington, July, 1842.

Question by Mr. Jehiel Brooks. Are you acquainted with Indian frontiers ?

Answer. I have been some acquainted with frontier settlements near some of the Indian tribes of my own State particularly, (Indiana.)

Question by same. What constitutes the general character and pursuits of the white population who settle along Indian frontiers ?

Answer. I presume there is a difference in the character of settlements on the population bordering upon an Indian frontier. My knowledge of these kinds of settlements is confined principally to the settlements near the Indian tribes who inhabited Indiana, a part of whom (the Miamies) are still there. In the neighborhood of Indian settlements there are generally some pretty rough and disagreeable men, who are not very scrupulous of the means to accomplish their views ; but there are others who are considered good and substantial citizens.

Question by same. What proportion of this population engage in Indian trade, without a license, as their only pursuit ?

Answer. I cannot say what portion ; in some places, and many times, a large portion of the citizens bordering upon the Indian settlements engage in this trade in some way or other, by an interchange of articles or commodities, without obtaining a license ; but I cannot say what portion of this population follow this trade as their *only pursuit*.

Question by same. Are not these dealers uniformly hostile to Indian agents or other officers of Government charged with the execution of the Indian intercourse laws ?

Answer. That depends much, I would suppose, upon circumstances. I have known Indian traders acting with and some without license hostile to agents, and I have known others very friendly. There are generally some who become offended with the agents, and manifest much hostility, but I believe traders generally try to keep in with the agents while they are in power, and who turn their backs upon them when they go out of power.

Question by same. If called on to testify against Indian agents, or such other officers, do you think them entitled to credit ?

Answer. There are some, I am of opinion, who would be governed by either their interest or feelings for or against the *officer*, as circumstances might prompt them, who are governed by interested *motives*, and, when any power should intervene to thwart or obstruct their schemes or *views*, who would, I presume, avenge themselves upon the object, whenever in their power; but there are many traders or persons engaged in the Indian trade or barter, even without a license, who are very honorable men.

J. McCARTY.

Sworn and subscribed before me, the 6th July, 1842.

JAS. COOPER, *Chairman*.

Interrogatories propounded by Jehiel Brooks to Benjamin H. Cheever, for the consideration of the Committee on Indian Affairs, House of Representatives, in the proceedings had under the allegation of fraud in the Caddo treaty.

Question. Have you any knowledge of one Charles A. Sewall, a merchant of Shreveport, on Red river, Louisiana?

Answer. I know there was a merchant of the name of Sewall at that place as late as a year ago last winter, and I never heard of there being more than one of that name there.

Question. Where did you reside at the time, and what was your pursuit?

Answer. I was living at that time in New Orleans, and followed mercantile pursuits.

Question. Was there not some difficulty at New Orleans between said Sewall and a merchant of said city named Boyd? If yes, please state the occurrence.

Answer. Sewall established himself at Shreveport probably some time in the year 1836. He opened credits at New Orleans as such; he obtained a credit to the amount of some seven or eight hundred dollars of Mr. Boyd, a respectable gentleman and merchant of New Orleans, and was represented as a very wealthy man—worth one or two hundred thousand dollars. After evading payment and avoiding Mr. Boyd for about two years, Mr. Boyd had him arrested for the debt in the city of New York. He came to New Orleans afterwards, and declared to some of his acquaintances the purpose of killing Boyd before he left the city, some of whom, knowing and esteeming Mr. Boyd, gave him notice, and advised him to keep out of Sewall's way, as he was a desperate man, and was reputed to have killed or been concerned in killing several men at Shreveport, or in that region of country. Mr. Boyd was a peaceable and timid man, and kept himself out of the way of Sewall for some eight or ten days.

Question. Was it believed by those who knew Sewall that Boyd's life was in danger from his threats?

Answer. Yes; so much so that solicitude was expressed and precautions taken to prevent his exposure, whilst Sewall remained in the city. And a brother-in-law of Sewall, as I understood him to be, who resided at New

Orleans, expressed great satisfaction that a meeting between them had been avoided.

Question. Had you a personal acquaintance with Sewall?

Answer. I had not. I barely knew him by sight.

BENJAMIN H. CHEEVER.

Sworn and subscribed before me, June 29, 1842.

JAS. COOPER,
Chairman Committee.

Interrogatories to be propounded by Jehiel Brooks to P. A. Carns and others, before the Committee on Indian Affairs, House of Representatives.

1. Question. Have you any knowledge of the Indian frontier? If yes, please add how and where obtained.

2. Question. Of what nations are the white population constituted along that frontier?

3. Question. In point of learning, intelligence, and morals, how will these frontier people compare with the population of the interior generally?

4. Question. What proportion of these frontier men engage in Indian traffic without license?

(N. B. See act of Congress, passed March 30, 1802, known as the *Indian intercourse act*, and see the acts amendatory thereto.)

5. Question. Is not this portion of the population uniformly hostile to the officers of Government, whose duty it is to enforce the intercourse laws?

6. Question. Do these Indian dealers engage in any other regular pursuit?

7. Question. Would you believe any statement of these dealers under oath, if made against Indian agents, or other officers having charge of Indian intercourse?

The several answers of P. A. Carns (a witness introduced before the Committee on Indian Affairs by Jehiel Brooks) to certain interrogatories propounded by said Brooks, touching the memorial of Samuel Norriss.

Answer to 1st question. Has considerable knowledge of the Indian frontier. Resided upon the frontier some fifteen years ago; and is also familiar with the Caddo country.

Answer to 2d question. The white population in that region are adventurers from a number of States—generally of indifferent character.

Answer to 3d question. A desperate, reckless set of men are constantly hovering about the Indian country. Many of the settlers who go there with their families are of a different character.

Answer to 4th question. A vast proportion of the white population are engaged in trafficking with the Indians without license and contrary to law.

Answer to 5th question. The population alluded to are uniformly hostile to the Indian agents, and were particularly so at the time you (Brooks) resided in that country.

Answer to 6th question. The Indian dealers are uniformly engaged in no other pursuit.

Answer to 7th question. I would not believe them, especially those who had been tampering with the Indians.

Question propounded by the chairman. Are you acquainted with any of the following persons, to wit: Lewis Naville Rembin, Charles Rembin, Thomas Wallace, Jacob Irwin, Joseph Valentin, S. Poissot, Cesair Laffitte, John J. Le Barb, Michel Lattier, Pierre Reeler, Francis Lattier, Manuel Laffitte, Charles A. Sewall, Larkin Edwards, Dr. D. M. Heard, A. Poissot, Jean Baptiste Perot, T. E. Tauzin, S. Kathreus, M. Crossman, Jacques Grappe, J. P. Broda, Cesaire Fontenaü, H. B. Aldaret, John Crais, and Lestau Bûmorlin; or either of them?

Answer. No, sir; I have no acquaintance with any of them.

PETER A. CARNS.

Sworn and subscribed this 15th June, 1842.

JAMES COOPER, *Chairman*.

Extract from the instructions to Colonel Jehiel Brooks, dated March 25, 1835, to treat with the Caddo Indians.

You will endeavor to procure a cession of their right to any land in that State. After considerable search and inquiry, I have not been able to ascertain, with precision, either the extent of country occupied by them or the tenure by which it is held. The report of Colonel Many, a copy of which is enclosed, contains the best information in the possession of this Department on the subject. It appears probable, from this report, and from an examination of the map, that, after the boundary line between the United States and Mexico is permanently established, the district of country occupied by these Indians may contain from six hundred thousand (600,000) to one million (1,000,000) of acres. It is believed that the Caddo Indians are desirous of removing from the State of Louisiana, and their condition would be no doubt benefited by such removal.

FORT JESUP, *January, 6, 1835.*

SIR: On Colonel Vose's arrival here, he placed in my hands your letter of the 28th October, 1834, calling for a "report upon the condition of the Caddo Indians, the position, extent, and boundaries of the country claimed or held by them," &c. As I was in possession of no data to make the report called for, I had to go into the Indian country to acquire the necessary information.

The result of my inquiries I now proceed to state: These Indians formerly lived higher up the river, in the vicinity of Kio Michie, but were driven from thence by the Osage Indians, upwards of thirty years since, when they settled where some of them still reside. During Captain Grey's agency, he assigned to these Indians, by order of the Secretary of War, a tract of country lying on Red river, between the Sulphur fork and the Cypress bayou, and extending up those streams to their sources, and thence west

to the Sabine. The Cypress bayou lies below Sulphur fork about sixty miles in a direct line. These Indians were to hold these lands during good behavior; they have no other claim to them that I can learn, except the occupancy of the thirty years. In my opinion, when the line is run between the United States and Mexico, a very small part of the lands assigned by Captain Grey to these Indians will be within our limits; which, I understand, they are willing to sell, and have no doubt can be purchased cheap. These lands bound on that part of Red river in which the raft is formed. The raft extends up the river to within twenty miles of Sulphur fork. The river bottom is first-rate land, and the upland is considered good second-rate land. These lands produce cotton, corn, and other grain. There is an island lying between the Bayou Pierre river and Old river, called Rush island, which is estimated to be about twenty-five miles long, with an average breadth of three miles, which is considered first-rate land. There are a number of settlement claims on the island, some of which, I understand, have been confirmed by the Government. A Mr. Noicè, a Frenchman, has obtained a grant from the Mexican Government of eleven leagues square, which he has laid upon the land assigned by Captain Grey to the Caddoes, on the lower side of Lake Lodo, the greater part of which, in my opinion, will be found to be within the limits of the United States when the line between us and Mexico is run.

The Caddo Indians are a poor and indolent people, who will not work; and, as the game is becoming very scarce, they plunder the inhabitants of their cattle and hogs to a great extent, of which the citizens complain much. The Caddo villages are from twenty to twenty-five miles from the white settlements, and will, in all probability, be on the Mexican side of the line, when run. I have understood, from good authority, that they have a Mexican grant of lands, and that a number of them have gone into that country to settle. I have been informed, and have no doubt of the truth of the information, that these Indians are more attached to the Spaniards than to the Americans; and that the only thing that has kept them from going over to the Spaniards for some time past was the few presents they have received, and the work that has been done for them by the gunsmith furnished by the United States. The commerce of these people is inconsiderable. Their whole number, men, women, and children, I have been informed by the best authority, cannot exceed six hundred.

I am, &c.

JAS. B. MANY,
Col. 3d Infantry.

D. KURTZ, Esq., *Acting Com. Ind. Affairs,*
War Department, Washington.

RED RIVER RAFT, LOUISIANA,

April 29, 1836.

SIR: I have understood, from a source that can be relied on, that an extensive fraud has been practised on the United States by the agent of the Government making a treaty with the Caddo Indians in this vicinity in July last. Believing it to be my duty to give information in such cases, I relate the facts to you as I have them; they are as follows: The interpreter officiating in making the treaty was sworn to secrecy. This fact I have

from the interpreter himself, (John Edwards;) a reserve was made of four leagues of land, commencing at the Pascagoula bayou, running up the river for quantity, including all the land between the bayou Pierre and Red river. By the meanders of the river, it will include a front of about thirty-six miles, and contain not less than 34,500 acres of the best lands on Red river, being the tract described by me in a letter in reply to Elbert Herring, Esq., inquiring of me, under date of the 30th April, 1834. The reserve was made to a half-breed Caddo, or to his heirs, without any knowledge on their part of the transaction, until after the ratification of the treaty, when the agent came direct from Washington to Camplé, the residence of the half-breed's heirs, and bought from them the whole of the reserve at \$6,000. It would have been sold by the Government for upwards of \$150,000, if not double that amount. I am also informed that the principal chiefs of the Caddoes did not understand that such a reserve had been made. The witnesses to the treaty were also ignorant of such a clause having been in it. The opinion that prevails here is, that it was a premeditated plan to defraud the Government, as the half-breed alluded to had no claims on the Caddo tribe. Not one individual of the heirs, twelve in number, lived within sixty miles of the Caddo boundary. They are the children of a negro woman.

Under all the circumstances, I am clearly of the opinion that an extensive fraud has been practised on the Government by the agent. Still I may judge wrongfully, and do not wish my name to be made use of, as giving the information, unless it may be necessary to investigate the case. I should not have meddled with the transaction, did I not deem it my duty to do so. I beg you will therefore excuse my making this communication to you direct.

I am, sir, with great respect, your obedient servant,

HENRY M. SHREVE.

His Excellency ANDREW JACKSON,
President of the United States, Washington.

CAROLINE COUNTY, VIRGINIA,

September 15, 1841.

I hereby certify that the bayou called "Pascagoula," in the *Caddo Indian treaty*, in Louisiana, is so denominated in the old surveys of the country, as also in the new, some of which I have made, touching said bayou; that I have travelled over the country between said bayou and the town of Natchitoches frequently, am conversant with the names of places and things generally throughout that region, and never heard of any other bayou of that name in the whole line of Red river, and believe, if any such existed, I could not have failed to know it; that I surveyed the "Grappe reservation," contained in the said *Caddo Indian treaty*, and the adjacent lands in the "Caddo purchase," under instructions from the surveyor general of public lands in the State of Louisiana; that there is no regular connected channel of a stream of water, of much extent, in the valley of Red river, within the range of my observation, but the channel of Red river *itself*, which is well defined throughout, and cannot be, and, in my opinion, never could have been, mistaken; that there are several out-

lets of water from the channel of Red river, within and immediately above said reservation, (including one named bayou Pierre,) which pass through it in various directions, sometimes uniting, and sometimes branching, some falling into lakes, swamps, or brakes, and some again uniting with the river, the most considerable of which I have delineated in my returns to the surveyor general's office, which have distinctive names from the white settlers, but none of Indian origin, except the "bayou Pascagoula;" all which, it is plain to the most superficial observation, have been formed only by the obstructions in the channel of the river. I believe that the "bayou Pascagoula" was once the outlet to Red river of a very considerable stream, of which *Lac Terre Noir*, or Wallace's lake, occupies the valley, and the bayous or streams called *Terre Noir*, *Cypress*, *Boggy*, and *Brushy*, with others more inconsiderable, were but branches. But, as the process of the "great raft" elevated the margin of the channel of the river, this inlet was transformed into an outlet, and the surplus water, both ways, was forced to pass off below, over the lowest ground of the river valley, which is generally contiguous to the high lands," or primitive hills.

This conclusion is irresistible, from the fact that there is no other channel anywhere connected with the river, in the neighborhood, that could have disembogued so large a volume of water as is contained in these streams.

The bayou called "Pascagoula" has always been considered, by the several surveyors general of Louisiana, as a part of the southeastern boundary of the *Indian territory* ceded to the United States by the *Caddo nation of Indians*.

J. P. TERRELL.

STATE OF VIRGINIA, *Henrico County*, set :

This day personally came before me, a justice of the peace in and for said county, J. P. Terrell, who has signed the foregoing writing, and made oath that it contains the truth, as far as he knows or believes. Given under my hand and seal, this 23d day of September, 1841.

JNO. G. MOSBY, J. P. [L. s.]

To his Excellency the President of the United States :

The memorial of the undersigned, chiefs and head men of the *Caddo nation of Indians*,

HUMBLY REPRESENTS :

That they are now the same nation of people they were, and inhabit the same country and villages they did, when first invited to hold council with their new brothers, the Americans, thirty years (sixty Caddo years) ago; and our traditions inform us that our villages have been established where they now stand ever since the first Caddo was created, before the Americans owned Louisiana; the French, and afterwards the Spaniards, always treated us as friends and brothers. No white man ever settled on our lands, and we were assured they never should. We were told the same things by the Americans in our first council at Natchitoches, and that we could not sell our lands to any body but our great father the President. Our two last agents, Captain Grey and Colonel Brooks, have driven a great many

bad white people off from our lands; but now our last-named agent tells us that he is no longer our agent, and that we no longer have a gunsmith nor blacksmith, and says he does not know what will be done with us or for us.

This heavy news has put us in great trouble; we have held a great council, and finally come to the sorrowful resolution of offering all our lands to you which lie within the boundary of the United States, for sale, at such price as we can agree on in council one with the other. These lands are bounded on one side by the Red river, on another side by bayou Pascagoula, bayou and Lake Wallace, and the bayou Cypress; and on the other side by Texas.

We have never consented to any reservation but one, to be taken out of these lands, and that was made a great many years ago. The Caddo nation then gave to their greatest and best friend, called by them Touline, but known to all the white people by the name of François Grappe, and to his three sons then born, one league of land each, which was to be laid off commencing at the lowest corner of our lands on the Red river, (as above described,) and running up the river four leagues, and one league from that line back, so as to make four leagues of land. We went with our friend and brother Touline (otherwise Grappe) before the Spanish authority, and saw it put down in writings and gave our consent in writing, and the Spanish authority ratified our gift in writing. But, before the Americans came, our brother's house was burned, and the writings we have mentioned were consumed in it. Touline (otherwise Grappe) was a half-blood Caddo; his father was a Frenchman, and had done good things for his son while a boy; but when he grew to be a man, he returned among us, and continued near to us till he died. He was always our greatest counsellor for good. He was our French, Spanish, and American interpreter, for a great many years; our brother now is dead, but his sons live.

We, therefore, the chiefs and head men of the Caddo nation, pray that the United States will guaranty to the sons now living of our good brother, deceased, Touline, (otherwise Grappe,) the whole of our original gift—four leagues to him and to them. And your memorialists further pray, that your excellency will take speedy measures to treat with us for the purchase of the residue of our lands, as above described, so that we may obtain some relief from our pressing necessities; and your memorialists as in duty bound, will ever pray, &c.

Tarshar, head chief,	his X mark.	Hidebah,	his X mark.
Cowrunah, chief,	his X mark.	Tavinron,	his X mark.
Kiawiao, chief,	his X mark.	Kiotun,	his X mark.
Oat,	his X mark.	Tietun,	his X mark.
Yalchos,	his X mark.	Tchowinon,	his X mark.
Saburton,	his X mark.	Tchownitow,	his X mark.
Foweharun,	his X mark.	Teotow,	his X mark.
Chowinneun,	his X mark.	Tewinpi,	his X mark.
Kodannoh,	his X mark.	Nono,	his X mark.
Kianimit,	his X mark.	Stunkunsee,	his X mark.
Abdoshe,	his X mark.	Toowaneosun,	his X mark.
Ishmon,	his X mark.	Basheotah,	his X mark.

Witnesses present—

LARKIN EDWARDS, *late Caddo Interpreter.*

JOHN W. EDWARDS, *late Quapaw Interpreter.*

J. C. McLEOD.

J. Brooks, *late Indian Agent.*

Endorsement of the President of the United States.

The President encloses to the Secretary of War, the memorial of the Caddo chiefs, for his consideration, whether it will not be proper to appoint a commissioner, to obtain a complete cession of their lands to the United States. There will be about half a million of acres, it is supposed. Care must be taken, in the instructions, that no reservations shall be made in the treaty: and, if the request (for one to their friends) in the memorial be adopted at all, it must be in a schedule which may be confirmed or rejected by the Senate without injury to the treaty.

JANUARY 28, 1835.

P. S. Will it not be well to ask an appropriation to cover this expense?

A. J.

I, John Baptiste David, of the parish of Natchitoches, and State of Louisiana, do solemnly swear, on the holy evangelists of Almighty God, that, in the year one thousand eight hundred and one, I was present when François Grappe, accompanied by the chiefs and head warriors of the Caddo nation of Indians, visited the commandant of the Spanish post at Natchitoches; that the object of the visit was announced by the Indians to be for the purpose of confirming to François Grappe and his three sons, Jacques, Balthazar, and Dominique, a gift of land of one league to each; that the said gift was then and there made in my presence, under the sanction of the commandant, who ratified and confirmed the same; that the said grant was to be located on the Red river, in the southeast corner of the territory, as at that time and still claimed by the Caddo nation; thence up and along the southwest side of the channel of said river four leagues, and back from the same one league, so as to make in one body four square leagues of land; that I did then and there witness the enunciation of the said gift and transfer thereof from the said nation of Indians to the said Grappe and his three sons aforesaid, and the confirmation of the same by the Spanish authority present; and that afterwards I saw the approval of the Governor of the province of Louisiana written upon the deed of said gift, with his official signature affixed thereto.

And I do further testify and swear, as aforesaid, that I do verily believe the said instrument or deed of gift was destroyed by the cabin and its contents, belonging to the said Grappe, being consumed by fire prior to the opening of the commission on Red river by the United States, to examine into and report upon land titles of date prior to the cession of Louisiana to the United States.

And I do further swear, as aforesaid, that I have no interest, direct or indirect, to any part or portion of the said lands at this time, or predicated upon the happening of any event whatsoever.

JOHN BAPTISTE DAVID, his X mark.

Sworn to and subscribed before the undersigned, an acting justice of the peace within and for the parish of Natchitoches, and State of Louisiana, the 10th day of December, 1834.

I. HOLMES, *Justice of the Peace,*
Parish of Natchitoches, State of Louisiana.

STATE OF LOUISIANA, Parish of Natchitoches :

I, Frederick Williams, clerk of the parish court in and for the parish aforesaid, do hereby certify, that Isaac Holmes, whose signature appears at the foot of the foregoing affidavit, is now, and was at the time of signing the same, a justice of the peace, acting in and for the said parish; that the signature is genuine; and, further, that full faith and credit are due to all his acts as such.

[L. s.] Given under my hand and seal of the parish court, at Natchitoches, this 13th day of December, A. D. 1834.

F. WILLIAMS, *Clerk of the said Court.*

STATE OF LOUISIANA, Parish of Natchitoches :

I, Charles E. Greneau, parish judge of the parish aforesaid, do hereby certify, that I am acquainted with John Baptiste David, whose name appears on the within affidavit; that he is a respectable citizen of our parish, and whose testimony is entitled to credit.

Given under my hand, at Natchitoches, this 13th day of December, A. D. 1834.

C. E. GRENEAUX, *Parish Judge.*

I, Pierre Trichel, of the parish of Natchitoches, and State of Louisiana, do solemnly swear, on the holy evangelists of Almighty God, that I was personally acquainted with François Grappe, from as early a period as the year eighteen hundred to the time of his death, in eighteen hundred and twenty-five; that, some time in the year eighteen hundred and one, I know that the said François Grappe, accompanied by the chiefs and warriors of the Caddo nation of Indians, visited the Spanish post at the town of Natchitoches, mainly for the purpose of confirming to the said Grappe and his three sons, then born and still living, named Jacques, Balthazar, and Dominique, a gift of land from the said nation of Indians, of one league to each, making four leagues in all; that the said lands were at the time occupied by the said nation of Indians, and fall within the boundaries still claimed by them, from which they never yet have been evicted, to wit: to be located on the Red river, in the southeast corner of the Indian territory, as then and now claimed by the said nation; thence up and along the channel of said river four leagues, and back (on the southwest side of said channel) one league, so as to make four square leagues of land lying in one body; that I was called upon by the said Grappe to accompany him and the said delegation of Caddo Indians before the Spanish authorities as aforesaid; that I did so accompany him and them, with many other citizens, and then and there did see, and hear, and witness, the enunciation of the said gift, and transfer thereof, from the said nation to the said Grappe, in his name, and the names of the three sons aforesaid of the said Grappe, and the confirmation of the same by the Spanish authority then and there present; that I afterwards saw the approval of the Governor of the province of Louisiana written upon the deed of said gift, with his official signature thereto affixed.

And I do further testify and swear, as aforesaid, that I do verily believe the said instrument or deed of gift was destroyed by fire, at the time and by the burning of the cabin of the said François Grappe, which occurred prior to the opening of the commission on Red river, by the United States,

to examine into and report upon land titles dated prior to the cession of Louisiana to the United States.

And I do further swear, as aforesaid, that I have no interest, direct or indirect, in the decision that may follow the proceedings now instituted, nor to any part or portion of the said lands, now, or predicated upon the happening of any event whatsoever.

PIERRE TRICHEL.

Sworn to and subscribed before the undersigned, an acting justice of the peace within and for the parish of Natchitoches, and State of Louisiana, this 10th day of December, A. D. 1834.

I. HOLMES, *Justice of the Peace,*
Parish of Natchitoches, State of Louisiana.

STATE OF LOUISIANA, *Parish of Natchitoches:*

I, Frederick Williams, clerk of the parish court in and for the parish aforesaid, do hereby certify that Isaac Holmes, whose signature appears at the foot of the above affidavit, is now, and was at the time of signing the same, a justice of the peace, acting in and for the said parish; that the signature is genuine; and, further, that full faith and credit are due to all his acts as such.

[L. S.] Given under my hand and seal of the parish court, at Natchitoches, this 13th day of December, A. D. 1834.

F. WILLIAMS, *Clerk of the said Court.*

STATE OF LOUISIANA, *Parish of Natchitoches:*

I, Charles E. Greneaux, parish judge of the parish aforesaid, do hereby certify, that I am acquainted with Pierre Trichel, whose name appears on the within affidavit, and that his testimony is entitled to credit.

[L. S.] Given under my hand, at Natchitoches, this 13th day of December, A. D. 1834.

C. E. GRENEAUX, *Parish Judge.*

I, Reymond D'Orlont, of the parish of Natchitoches, and State of Louisiana, do solemnly swear, on the holy evangelists of Almighty God, that I was personally acquainted with François Grappe prior to the year eighteen hundred, to the time of his death, in eighteen hundred and twenty-five; that, some time in the year one thousand eight hundred and one, I accompanied the said François Grappe, and the chiefs and head men of the Caddo nation of Indians, to the Spanish post at Natchitoches, for the purpose of witnessing a gift of one league of land from the said nation of Indians to the said François Grappe, and to each of his three sons then born, and still living, named Jacques, Balthazar, and Dominique, making, in all, four leagues of land; that the said four leagues of land were to be located in the southeast corner of the territory of land then claimed and still occupied by the said nation of Indians, beginning at the confluence of the Pascagoula bayou and the Red river, thence up said river four leagues, and back, on the southwest side of the channel of the said river, one league, so as to make in one body four square leagues of land; that I did then and there, in the presence of the Spanish authority, witness the enunciation of the said gift, and transfer thereof from the said nation of Indians to the said Grappe, and to his three sons aforesaid; that I also witnessed, at the same time and

place, the confirmation of the said gift, in writing, by the Spanish authority, then and there present; and that I afterwards saw the approval of the Governor of the province of Louisiana written upon the deed of the said gift, with his official signature thereto affixed.

And I do further testify and swear, as aforesaid, that I do verily believe the said instrument or deed of gift was destroyed by fire, by the burning of the cabin of the said François Grappe, which happened prior to the opening of the commission on Red river, by the United States, to examine into and report upon land titles dated prior to the cession of Louisiana to the United States.

And I do further testify and swear, as aforesaid, that I have no interest, direct or indirect, in any decision that may follow the proceedings which may now be instituted, or shall be hereafter instituted, nor to any part or portion of the said tract of land, either now or upon the happening of any event whatsoever.

REYMOND D'ORTLONT.

Sworn to and subscribed before me, this 15th day of August, A. D. 1835.

SAMUEL P. RUSSELL, J. P.,

Acting in and for the Parish of Natchitoches.

STATE OF LOUISIANA, *Parish of Natchitoches*:

I, Frederick Williams, clerk of parish court in and for the parish aforesaid, do hereby certify that Samuel P. Russell, whose signature appears at the foot of the above certificate, is now, and was at the time of signing the same, a justice of the peace, acting in and for the parish of Natchitoches; in the State of Louisiana aforesaid, duly commissioned and sworn, and that full faith and credit are due to all his acts as such; and, further, that the signature is genuine.

[L. s.] Given under my hand, and seal of the said court, this 17th day of August, 1835.

F. WILLIAMS,

Clerk of said Court.

STATE OF LOUISIANA, *Parish of Natchitoches*:

I, the undersigned, parish judge in and for the parish aforesaid, do hereby certify that I am well acquainted with the within affiant, Reymond D'Ortlont, and that his testimony is entitled to full faith and credit.

[L. s.] Given under my hand and official seal, at Natchitoches, this 17th day of August, A. D. 1835.

C. F. GRENEAUX, *Parish Judge.*

To the honorable the Senate of the United States:

The undersigned, chiefs, head men and warriors of the Caddo tribe of Indians, would most respectfully represent unto your honorable body, that they have, this 19th day of September, 1837, heard the treaty read and interpreted to them by a white man, who understands and speaks their language well, by which treaty (concluded between Jehiel Brooks, the Indian agent, on the one part, and the chiefs, head men, and warriors of the Caddo Indians, on the other part) the said chiefs, head men, and warriors sold to the United States their land; that they discover that the bounds and limits of the treaty are not such as they understood at the time of the treaty; that

they contain land that the Indians never claimed, and never sold, which land the Indians believed belonged to the United States, or to the French or Spanish; that the land sold by them to the United States is contained within the following bounds, to wit: bounded on the west by the north and south line which separates the United States and Mexico, between the Sabine and Red rivers, wheresoever the same shall be defined and acknowledged to be by the two Governments; on the north and east by the Red river, from the point where the said north and south boundary line shall intersect said Red river, following the western waters of said river down to where the bayou Cypress empties into the same; thence up bayou Cypress, following the meanders of the stream, to the western boundary line; that the said Indians never claimed any of the low lands between the bayou Pierre (the western channel of Red river) and the main Red river, which is the eastern channel; that they know that the land between the bayou Pierre and the main channel of the Red river has, for a long time, been exclusively settled and claimed by the white people; that the Indians did not claim said land, and never requested the Indian agent to remove them; and, further, that they, the said chiefs, head men, and warriors, of the said Caddo Indians, never made any reserve to any person in the treaty aforesaid except to Mr. Larkin Edwards, an old white man that lived among them a long time; that Mr. Brooks, the Indian agent, told them that they could give Larkin Edwards a small piece of land if they wished to do so; that they then told Mr. Edwards that they would give him a small piece of land any where he wanted it in their lands. The said chiefs, head men, and warriors, would further represent unto your honorable body, that Jehiel Brooks told one of the chiefs that one Jacques Grappe requested him to ask the Indians for a piece of land on Red river, in the bottom, and on the east side of the bayou Pierre, (the western water of Red river); that the said chief told Mr. Brooks that was not their land, and Mr. Brooks told him that it was their land. The chief then told Mr. Brooks that, if it was their land, he was willing to give Jacques Grappe a little piece; but that they never made any reserve to François Grappe, or any of his heirs or representatives, by the treaty, within the limits of land they claimed or sold to the United States.

In witness of the truth of the above statement, the said chiefs, head men and warriors, have hereunto set their hands, the day of the date above.

Tarshar,	his + mark.	Kiwet,	his + mark.
Tsaunimot,	his + mark.	Cotes,	his + mark.
Cortes,	his + mark.	Sonono,	his + mark.
Aach,	his + mark.	Kiomote,	his + mark.
Satiownhown,	his + mark.	Crapo,	his + mark.
Anowin,	his + mark.	Cowenon,	his + mark.
Socohoweat,	his + mark.	Kianow,	his + mark.
Cotate,	his + mark.	Chowahon,	his + mark.
Mattan,	his + mark.	Behetso,	his + mark.
Keon,	his + mark.	Taha,	his + mark.
Siotenan,	his + mark.		

Chiefs.

Andre Valentin, his + mark.

Charles Rembin, his + mark.

P. Poissot,

Cesair Lafitte,

Interpreters.

STATE OF LOUISIANA, Parish of Natchitoches:

We, the undersigned subscribers, do hereby certify that the contents of the within instrument of writing was, as we verily believe, truly interpreted to the chiefs, head men, and warriors of the Caddo Indians, who have subscribed the same, by the interpreters who have signed the same; that it was written, interpreted, and signed in public; and we further believe that no undue influence was used on the part of any person to procure the assent and signatures of the Indians to the same; and we further believe that the facts stated in the above instrument, and subscribed by the Indians, are true. The subscribers further certify that they are settlers in that district of land which the Indians acknowledge to have ceded to the United States; that they have no interest in the matter, more than to detect imposition and speculative frauds.

John F. Smyth.

Alva Prescott.

S. M. Ford.

J. V. Brantty.

W. H. Hoell.

William Jones.

Henry N. Quirk.

Benjamin Lay.

Thomas J. Lay.

Henry B. Clark.

Cæsar Wallace.

Sewell G. Rees.

John Strayhan.

Isaac Lay.

William Smallwood.

John McCoys.

E. W. Head.

O. T. Boulwane.

Angus Nicholson.

William Wasson.

Moses C. Smith.

John H. May.

Joseph E. Pugh.

Sol. N. Wenthery.

Joseph Sipps.

Hardin Harville.

HOUSE OF REPRESENTATIVES,*Washington City, July 21, 1842.*

I am acquainted with Andre Valentin, Charles Rembin, P. Poissot, Cæsair Lafitte, Benjamin Lay, Thomas J. Lay, Isaac Lay, J. M. Ford, William Wasson, Moses C. Smith, and Henry N. Quirk, who have signed the certificate or memorial to the Senate of the United States. They are respectable inhabitants of the parishes of Natchitoches, Caddo, and Claiborne; and all those who signed that memorial are believed to be inhabitants of the same parishes. The four first-named, it is believed, understand the Indian tongue.

JOHN MOORE.

Extract of a letter dated Natchitoches, October 20, 1809, from John Sibley, to Hon. Samuel Eustis, Secretary of War.

I have the pleasure to inform you, that all the Indian tribes in this quarter continue to be entirely friendly to the United States. The Allibamis and Conchettas are collecting together and settling themselves on the northeast side of Red river, nearly at north latitude $32^{\circ} 50'$. Although the Caddoes claim the country at that place, they have no objection to those Indians remaining there so long as they behave well. It has been my wish for five or six years past, to have them all collected and settled together, en-

tirely off from any settlements of white inhabitants. The Caddoes calculate on the benefit of their assistance against their common enemy, the Osages, who have so harrassed their friends, the Panis, by their depredations, that they have been obliged to abandon their villages on Red river, and have moved about 150 miles to the southward, towards St. Antonia, on the river Brasos, where they lived huddled and encamped. Since which, the Osages have burnt all their houses they left in their villages, and laid every thing waste. I regret this distress of the Panis on account of their attachment and fidelity to us. Those Osages who are so very troublesome and mischievous to the friendly tribes of Indians on the waters of Red river live, I believe, on the Arkansas. I was in hopes that the arrangements made last year, in upper Louisiana, with the Osages, would have put an end to their depredations.

Extract of a letter dated 18th May, 1812, from John Sibley, to Hon. William Eustis, Secretary of War.

I have lately seen the great Caddo chief, and had a long talk with him. He has informed me that the European Spaniards have lately been endeavoring to engage most of the Indian tribes to the west of this place in their cause. He has gone home with a talk to be communicated to them, the substance of which is, to have nothing to do in their dispute, but by no means act against the creoles or natives of the same country with themselves. This communicated from the Caddo chief will be conclusive. I have made the chief acquainted [with] the limits of the new State of Louisiana, which will include his village. He is prepared for it, and says when the line is run he will assist in it if he has notice.

The Caddoes claim a very extensive tract of country on both sides of Red river for six or seven hundred miles; a finer country is no where to be found, and, if a space of no great extent was laid off for the Indians, they would, for a small consideration, relinquish to the United States the rest of their claim; but the longer it is postponed the more difficult it will be to effect. I think it should not be neglected. Most of the lands they claim are above north latitude 33°.

Extract of a letter dated Sulphur Fork, Red River, June 16, 1821, from G. Grey, Indian agent, to Secretary of War, J. C. Calhoun.

I have established the agency at Sulphur fork, Red river, and in the vicinity of the Long prairie. The Indians have generally business at the factory, and can do their business with the agent at the same time. You observe the Caddoes are not within the limits of the United States. The Caddoes live on the south side of Red river, and some distance below the United States factory; and, in my opinion, will be some distance within the limits of the United States. The largest body of Indians belonging to this agency, at present reside near this, and, agreeable to Davy's map, are within the State of Louisiana.

SULPHUR FORK, RED RIVER,

Indian Agency, February 28, 1824.

SIR: I had the honor of receiving yours of the 13th of November last a short time since, directing me to have the settlers removed off the Caddo lands. I immediately, on the receipt of your letter, notified them, and they are willing to remove, but have petitioned to remain until the fall, having those lands prepared for planting and their stock much scattered, so that they cannot be collected in time. I have directed them to remain until I could hear from you on the subject,

A short time since fifty families of Shawnees removed from near St. Louis, and have settled within about fifty miles of this place on Sulphur fork. I will thank you to be good enough to inform me if I am to furnish them with presents out of the present appropriation, and have their guns repaired. I am informed that a number of families are expected to remove on Sulphur fork this season, of both Shawnees and Delawares.

I have, &c.

G. GREY, *Indian Agent.*

Hon. J. C. CALHOUN, *Secretary of War.*

Extract of a letter from G. Grey, Indian agent, of September 30, 1825, to Hon. James Barbour, Secretary of War.

On a further examination of the Caddo limits, I think those reported in a former communication are the most natural and best calculated to give general satisfaction to all parties—the line commencing at the mouth of Sulphur fork, thence meandering the old channel of Red river to its junction with the Cypress bayou on the east, and the Cypress bayou on the southeast, Sulphur fork on the west, and the Spanish line on the southwest. Those lines are natural ones, and generally understood as the boundary of the Caddo lands, by both Indians and whites.

Extract from a communication of J. Brooks, Indian agent on Red River, dated 13th February, 1832.

THE INDIAN BOUNDARY.

Some of the white settlers residing along the south boundary which separates the Indian land from the Bayou Pierre district, of the parish of Natchitoches, and also along the east boundary upon the river, express doubts as to the location of the precise line. The south line is well defined by a small creek, called "the Cypress bayou," to its source, but from thence to the Sabine river it is not marked. The Indians say the line runs towards the setting sun. A deputy surveyor of the United States crossed this bayou at points where the boundary is as well defined as it can be, and planted the corner of a township a mile or two within the Indian country. The Indians did no more than to report the occurrence to me. I saw the deputy surveyor afterwards, and he admitted that he

knew where the boundary was, but that he did no more than execute his orders, "*for which he was to be paid.*"

On the east, the Indians claim to the old channel or bed of the river; but from Coats's bluff down to their southeast corner, a distance of between twenty-five and thirty miles, the old channel leaves the high land, and a new channel strikes out, following close along the high land, till it passes the Indian south boundary. This channel now passes about two-thirds of the water of Red river, by shortening the distance, and being less obstructed by rafts or drifted timber. The island thus formed between Coats's and the south boundary, along the west side of the old channel, contains large tracts of very rich arable land, free from inundation. There are several settlers upon it, who urge that the Indians ought to be bounded on the east by the *red water*, and not by any particular channel, as they neither engage in agriculture nor navigation. It is necessary that these boundaries should be well defined, to enable the agent to perform his duties free from embarrassment.

THE APALACHE INDIANS AND ISAAC BALDWIN.

Some years before the cession of Louisiana to the United States, an Indian of the Tensas tribe who had married an Apalache woman, and resided with that tribe, sold to a mercantile house of Alexandria, a valuable tract out of the Apalache land on Red river; and Isaac Baldwin afterwards purchased the claim of these merchants; but the Apalache Indians have never admitted the right of the Tensas Indian to make the sale. In 1830, owing to some great oversight, or *false representation* of the Indian claim, a deputy surveyor surveyed the residue of the Apalache tract, and even made return of the ground occupied by their village and cornfields, as "wood land;" and the same was sold as such, in November of that year, at *Government price*. Isaac Baldwin was the purchaser, who has since assured me that he would not take for it twenty dollars per acre! It is my opinion that all these titles of Isaac Baldwin ought to undergo legal investigation, and this land office sale cancelled. I herewith submit a letter addressed to me on this subject, when on my way hither, by Isaac Thomas, Esq., who has resided many years in the neighborhood of these Indians; who has once been employed as a lawyer to investigate their title, and on whom I called for this information. Strict credit may be given to his statement.

WASHINGTON CITY, February 23, 1832.

SIR: I am requested by Judge Herring to lay before you a statement of the facts and circumstances which have made it necessary to remove the Indian agency on Red river, and of the manner in which it has been done.

This agency was established on the Caddo prairie, I believe, in 1825, at which time the prairies were never known to overflow. But the great raft in the Red river having arrived, by constant accumulation, to the foot of a ridge of high land that comes in bluff to the river on the east, the water which, previous to that event, chiefly passed down the east side of the raft, was all thrown over the west bank, inundating the whole coun-

try to the hills. This first occurred, I believe, in 1826. In 1828, Captain George Grey, the then agent, obtained leave to remove the agency to some more eligible point below, but he died before determining on the site. His successor had the same authority granted to him, but died, also, before he effected the object. These facts were communicated to me by these agents, and by your two last predecessors, while in office.

When I was appointed here in March, 1830, I knew that an appropriation, which I understood was to be expended in *removing the raft in Red river*, was then in progress of disbursement. Not knowing the condition of the public buildings, or the effects of these improvements on the surrounding country at the time, I suggested to Major Eaton the propriety of first visiting the country and examining its actual condition, and, if a removal should be found necessary, to explore the Indian country, and determine on a new site. I also stated to Major Eaton the reasons why I thought the agency ought to be kept within the Indian territory, *in all of which he agreed with me.*

I did not reach Natchitoches till the latter part of June, 1830, where I was necessarily detained some time in holding talks with the Apalache, Pascagoula, and Boluxy Indians, who reside below or south of that place. Before I could leave Natchitoches, my wife was taken ill of a bilious fever, which was followed by an attack of myself with the same disease. These circumstances, together with the excessive heat and drought of that summer, detained me at Natchitoches till September, at which time I visited the prairie; and, though the condition of things had been previously described to me, I still found it worse than I had anticipated. The prairie had been so often submerged that the grass, which once clothed it like an artificial meadow, was completely supplanted by a rank growth of unwholesome weeds. Every fruit tree and garden shrub had perished in the floods, and the foundations of the buildings and the lower floors, which had been covered by the water, absolutely rotten and crumbling in pieces.

I found that, instead of removing the raft out of the channel of the river, an attempt was in progress to turn the river out of its original track across these very prairies; which, so far from relieving them, must inevitably increase the overflow, (so far as the object could be attained,) by piling the water more rapidly upon Lake Lodo, which lies immediately below.

I also found the persons in the employment of the agency all anxious to remove any where out of the inundated country, and the Caddo, Quapaw, and Cochatl Indians, to a man, in favor of a removal below Lodo Lake. Accordingly, I explored a part of the country on my way back to Natchitoches; but, as other duties at the time were pressing on me, I was compelled to postpone the fulfilment of this object to a future time. On the 23d October, I reported all the circumstances to the War Department; but as I was obliged soon after to go to New Orleans for funds, and goods for presents, I did not complete my examination and determine on the new site till in January, 1831; and on the 16th of the following month I forwarded the further evidences necessary to the determination of the subject, with an estimate of the expense of the new establishment. For all the particulars, I refer to my letters addressed to the War Department, dated October 23, 1830, January 17, and February 17, 1831.

In the whole progress of these transactions, sir, from the first step to their entire accomplishment, I have not exercised a discretion, or assumed a responsibility, but such as I conceived the good of the service demanded,

and wherein imperious necessity would not brook delay. And as I felt authorized throughout, as well by Major Eaton's consent as by the many benefits to the Government and Indians which necessarily follow the removal—as I submitted an estimate of the expenditure, and made use of every exertion thereafter to keep within its bounds, laboring with my own hands from March to November with untiring application—I cannot now believe that the Government will withhold from me the allowance necessary to cover the actual expense incurred.

I have the honor to be, sir, your obedient servant,

J. BROOKS,

Indian Agent on Red river.

Hon. LEWIS CASS, *Secretary of War.*

NATCHITOCHES, July 29, 1832.

SIR: I have the honor to acknowledge the receipt of your communication dated July 2, 1832, with the accompanying letter of instructions and forms from the Secretary of War, and remain,

Your obedient servant,

J. BROOKS,

Indian Agent on Red river.

Judge E. HERRING, *Indian Bureau.*

AGENCY, April 9, 1833.

SIR: Since writing to you the other day, I am informed that persons are engaged at Natchitoches taking the depositions of every old resident from this quarter, to prove that the Caddo nation have no right to the country they occupy; and two individuals who have thus deposed hold settlement rights themselves that would be good under the laws, provided the Government decide that the nation has no claim. One of these rights would cover the whole of this agency establishment. But this *claiming deponent*, so far from giving me any warning, or forbidding my settlement here, actually piloted me to the spot when I was searching for a location, recommended it as the most eligible, in his opinion, and admitted it to be in the country claimed by the Caddoes; nor has he ever yet intimated to me any thing to the contrary.

I should not think this matter worthy troubling you with, was it not already exciting unfriendly feelings among the Caddoes, who are instigated, by some of the parties concerned, to lay the blame entirely on me.

Thus, between the Indians on the one hand, and the evil-minded whites on the other, I consider my present situation quite embarrassing, and makes me very anxious that the Government shall take active steps to put to rest all these causes of disturbance and collision upon this frontier.

With sentiments of the highest consideration, I have the honor to be, sir, your most obedient servant,

J. BROOKS,

Indian Agent on Red river.

Judge J. HERRING,

Commissioner of Indian Affairs.

Extract from a letter of J. Brooks, dated Red River agency, April 4, 1833.

Permit me also to call your attention to the great and growing necessity of having the east and south boundary lines of the Indian territory surveyed, as pointed out in my communication of the 13th February, 1832.

Extract from a letter of J. Brooks, Indian agent on Red River, dated Agency, June 8, 1833.

At the late interview with the Caddoes, among other things, I informed them of the various claims set up by white men to portions of their lands, where located, and of the attempts made to settle thereon, clear, &c.; to all of which the Indians entirely and unconditionally objected, and desired me to state it to the Government.

Extract of a letter from J. Brooks, Indian agent on Red River, to Judge E. Herring, Commissioner of Indian Affairs, dated July 10, 1833.

I have ascertained that the Caddoes possess no written land title from the Spanish authority, as I had believed, but the Spanish papers, heretofore alluded to by me, are old passports and the like, quite foreign to their occupancy of this country. But I have found a copy of the proceedings of a council, held by the Indian agent, with 100 of the chiefs and warriors of the Caddo nation, at Natchitoches, May 21, 1805, from which I extract the following, out of his address to them :

"It is the intention of your father, the President, that all lands belonging to you within the territory of the United States shall be and remain your property, unless you should voluntarily sell or relinquish the same to the Government; but that all sales of your lands that you make to individuals are unlawful, and not binding on you, and all persons whatever, citizens of the United States, are strictly forbidden from interrupting or disturbing you in the quiet and peaceable possession of your said lands.

"I send you this extract under the expectation that the report of those proceedings, probably was destroyed by the enemy, in the conflagration at Washington city, in 1814."

Extract of a letter from J. Brooks, Indian agent on Red River, to Judge E. Herring, Commissioner of Indian Affairs, dated September 2, 1833.

Being informed the day before yesterday that a surveying party from Texas has arrived at the Caddo prairies above this and commenced operations, I despatched my Caddo interpreter with a notice addressed to them, (see copy C,) and if they disregard it, I shall make a full statement of the facts to the commanding officer at Fort Jesup, and solicit his interference.

C.

INDIAN AGENCY ON RED RIVER;

August 31, 1833.

It has been communicated to me this day that yourself and others have appeared on the Caddo prairies, from Texas, for the purpose of surveying them and the adjacent lands, and that you declare the same to be without the boundary of the United States : I therefore give you notice, and every one of you, that the said prairies and adjoining territory belong to the Caddo nation of Indians, over which the United States have been exercising, and continue to exercise, jurisdiction and sovereignty, through the Indian agents and the civil and military authorities on this frontier. And I do hereby command you to desist from your operations, and to depart out of the said Caddo nation ; whereof fail not, under the pains and penalties of the laws of the said United States.

Please inform the bearer of your determinations in the premises, and oblige

Yours, &c.

J. BROOKS,

Indian Agent on Red river.

GEORGE AEDRIDGE, and others, (names not known.)

I certify the above to be a true copy.

J. BROOKS.

Extract of a letter from J. Brooks, Indian agent, on Red river, to Judge E. Ferring, Commissioner of Indian Affairs, dated November 25, 1833.

I scarcely know what to say in reply to the 13th head of your instructions, dated May 6, 1833, which requires something definite and explanatory, on the subject of introducing ardent spirits into the Indian country. It is impossible for me "to furnish a particular statement of the number of persons engaged in this traffic" from the same causes which form the obstacles to its exclusion, under existing laws and regulations. There are hovering all round the Indian borders, smuggling dealers, watching, with a packhorse laden with two skins filled with whiskey and a few worthless toys besides, for an opportunity to wheedle the Indian out of every thing acquired by the chase. He is here to day and there to-morrow, as necessity, fear, or interest, may suggest. They are an irresponsible and almost intangible race of beings, generally without home or country ; cunning in all the little intrigues and arts of their vocation ; well acquainted with the prohibitions of the laws of Indian intercourse ; and skilful in evading the rules of evidence which bring them into action. In this consists the great study of their craft. While some of the Indians profess to deprecate this traffic, others become the willing recipients ; and, by example and persuasion, lead many into an unwilling participation. The Indians are also very often employed to disseminate the spirits in smaller quantities, more extensively through their villages than their incarnate tormentors like to venture ; and thereby entice the Indians, far and near, to meet them, for a larger supply, at some agreed on but secret point on the confines of their country.

Of the frequent occurrence of these facts I am well convinced, but how to correct the evil, I feel incompetent to judge, and beg to be excused from hazarding an opinion which might be considered as unworthy of attention as many heretofore offered has been on this and other subjects.

I have uniformly, sir, exerted every faculty to repress these blighting evils, and shall continue to do so, but regret to find so little in my power toward effecting the desirable object of "entire exclusion." And, if more efficacious remedies shall be applied to this loathsome disease, I promise that no one shall surpass me in vigilance and attention in their rigorous application.

Extract of a letter from J. Brooks, Indian agent, to Judge E. Herring, Commissioner of Indian Affairs, dated Natchitoches, March 20, 1834.

Since the practicability of removing the obstructions to the navigation of Red river has been established, much excitement has been manifested respecting the *river lands* throughout the region of the raft, embracing a considerable scope of the Caddo territory, and is already a fruitful source of trouble to me and uneasiness to the nation. This state of things was anticipated by me from the first, and was the occasion of my suggesting to the President, when last at Washington, the necessity of extinguishing the Indian title to all such land prior to the removal of the raft, which I then predicted would be effectuated sooner or later; giving him my views (as I did to yourself and others, about the same time) of the feasibility of the undertaking.

As I have reason to believe that some branch of the Government has been addressed in regard to the lands, and as there are frequent attempts of late to encroach upon them, I have felt it my duty to apprise the register of lands for this district of the occurrences, and now take leave to renew the suggestion, through you, whether it would not be best to negotiate for these lands at once, before the further progress of the work shall open the eyes of the tribe, as to their importance to the whites, or before their true interest shall be surrendered to the cupidity of the evil advisers who surround them.

I beg, further, to suggest that, if the Government approve of the above views, I believe the safest and best course of accomplishing the object will be between the Secretary of War and a delegation of the nation, at Washington city. By such a course of procedure, justice may be done between the parties without any of the embarrassments sure to attend a negotiation here.

My apology for whatever of this communication shall be adjudged *extra official* is to be found in the thousand tongues which are daily waging war upon these interests throughout this whole region of country.

I certify that the above paragraph belongs to the letter as appended.

J. BROOKS.

AGENCY, July 1, 1834.

SIR: I addressed you in March last on the subject of treating with the Caddo Indians for their lands, but you have not acknowledged the receipt of it. In anticipation of the speedy opening of the river navigation, specu-

tors are flocking in, and settlements are making, regardless of Government and Indian title. And the Caddo prairies above me, where this agency was situated prior to its removal here, individuals from Texas seem determined to divide them among them. The third surveying party from Texas is now there at work in violation of my repeated warnings to desist and depart.

The entire silence of the department to my frequent statements, respecting Indian title and the depredations thereon, (except so far as is inferable from general instructions and the intercourse laws,) makes me feel much solicitude. I am anxious to defend the mutual interests of the Government and Indians, but would rather not incur the displeasure of so many individuals in my vicinity, by *transcending* my authority, or by doing any act which does not devolve on me through the imperative obligations of official duty.

I will esteem it, therefore, a particular favor to obtain your views, specifically, in regard to the Caddo title to this country they inhabit; how far I am required to restrain individuals from encroaching on Indian territory; and, if necessary, how to proceed to evict those who have encroached.

I am looked upon already, sir, as an enemy to the settlement and improvement of this section, when nothing is further from the truth; could it be so conducted as not to interfere with my official duties. It is to be exonerated from these unjust censures, either by admitting free ingress into the Indian country, or by having the means at my disposal so that I can effectively and promptly repel every intrusion, that makes me particularly desirous of obtaining your specific advice.

I have the honor to be, sir, your very obedient servant,

J. BROOKS,

Indian Agent on Red river.

Judge E. HERRING,

Commissioner of Indian Affairs.

MONDAY MORNING, November 9, 1835.

SIR: I never knew, till an hour ago at my residence in the country, that the Secretary desires to see me, and now learn that he is absent from his office.

I enclose, however, my journal of proceedings at the treaty ground, Caddo nation, which has been delayed, for the last ten days, from my own and the illness of my family.

I also enclose a paper,* which I obtained from the Caddo chief, purporting to be, as I am told, a grant of land to the Caddo nation of Indians from a former Governor at St. Antonio. As I have promised to return the paper to them, (the Caddoes,) please return the same to me after you shall have done with it, and oblige your obedient servant,

J. BROOKS.

Hon. LEWIS CASS, *Secretary of War.*

* This paper not found in it. C. A. H.—November 10.

Extract from a letter to John Sibley, dated May 25, 1805.

You will take the earliest opportunity of preparing the minds of the small tribes scattered about the lower waters of the Red river, Opelousas, and Attacapas, for a survey of that part of the country, which will take place under the direction of the Government of the United States. You may assure them generally that, although lines may be run through some parts of their lands, for the purpose of rendering the surveys complete, as it may relate to lands not claimed by any red people, their several titles to their respective tracts of land will be held sacred, and no person or persons whatsoever will be allowed to molest them, or take from them one acre of their lands in any way, except by their consent, and fairly and honestly agreed to by the respective nations, at public treaties, held under the immediate direction of their great father, the President of the United States.

DEPARTMENT OF WAR, *January 31, 1818.*

SIR: Enclosed you will find an extract from "An act to regulate trade and intercourse with the Indian tribes, and to preserve peace on the frontier," passed the 30th of March, 1802, which you will consider as instructions to govern you in the performance of your duties as Indian agent.

Permission to leave your post for three months is hereby granted you.

J. C. CALHOUN.

JOHN JAMISON,

Indian Agent, Natchitoches, Louisiana.

Extract from a letter from the acting Secretary of War, dated December 6, 1819, to George Grey, Indian agent.

In the execution of the duties of your office, you will be governed, generally, by the act "to regulate trade and intercourse with the Indian tribes, and to preserve peace on the frontiers," and by the instructions given to the late agent, which will be found among the papers left by him, and such others as you may from time to time receive from this Department.

Extract from a letter from the Secretary of War to George Grey, Indian agent, dated November 27, 1820.

The law of intercourse must be rigidly enforced against all white persons trespassing upon the Indian lands. Those hunting, are liable to prosecution, fine, and imprisonment, under the 5th section, and may, moreover, be removed by military force.

Should you find the military force necessary to aid you in the execution of your duty, the United States officer commanding at the nearest military post will furnish it upon your application.

A journal of the proceedings at the agency-house, Caddo nation, Louisiana, in forming and completing a treaty for the cession of land, &c., between the commissioner on the part of the United States and the Caddo nation of Indians.

May 30, 1835.—Arrived at the agency-house in the Caddo nation, on Red river, Louisiana; informed by John W. Edwards that Larkin Edwards was absent; awaited his return.

June 1.—Mr. L. Edwards returned to the post, and agreed to go and notify the Indians of my arrival, &c., on the day after to-morrow.

June 3.—Mr. Edwards departed, with instructions to visit all the Caddo villages, and inform the chiefs and people generally of the Caddo nation of my arrival, with instructions to treat with them for the purchase of their land; that I had brought a great many presents for them; and that I would await for them at the agency-house.

June 8.—Employed John W. Edwards as interpreter for the treaty. L. Edwards returned, accompanied by Tarshar, the head chief of the Caddo nation; communicated to the chief the object of my present visit, and exhibited samples of the various goods intended for the Caddoes in the event of making a treaty. He said the Caddoes were in great want of every thing he had seen; and he would call all his people together that could be found in convenient distance, and then notify me of the time they would assemble here.

June 9.—Employed Mr. Henry Queen to purchase provisions, and to supply the Indians in conformity with my requisitions.

June 15.—A messenger from the chief arrived, and informed me that the Caddoes would assemble at the agency-house on the 25th instant.

June 16.—Despatched an express to Fort Jesup with my requisition for troops, and with letters on public business to the post office at Natchitoches.

June 21.—Express returned, and reported he had delivered my communication to Colonel Many, at Fort Jesup, on the morning of the 19th instant.

June 25.—The Caddoes assemble, to the number of four hundred and eighty-nine—men, women, and children. Requested them to select their men for the council, and meet me the next day.

June 26.—Commenced the issue of provisions to five hundred Caddoes, they having arrived to that number. The head chief (Tarshar) and under-chief (Tsauninot) with twenty-three chosen councillors, met me at 12 o'clock, and presented themselves as the chosen representatives of the Caddoes assembled, to listen to whatever I had to say to them, and make such replies as justice to themselves might seem to require; whereupon the council pipe was lighted and passed around, and then I addressed them in the following manner:

"Brothers: As we have been so long acquainted, I will, as on former occasions, proceed without ceremony to state the object of my present mission. In your address to your great father, the President, last fall, which I presented for you, you offered to treat with him for the sale of all our (your) land that shall fall within the United States when the line from the Sabine to the Red river, dividing Mexico from the United States, shall be marked out, be the quantity more or less. He was well pleased to hear it, and has sent me to make the purchase, provided we can agree as to the

price and the conditions of payment. And as the country, if purchased of you, will be for the white men to live in, it will be required for the Caddoes to remove out of it in a reasonable time after your great father shall have approved of the bargain we may now make.

“Brothers: Knowing your wants, from a residence among you, I come prepared to alleviate them, and to place you in a state of independence; when compared with your present destitution, if you will but make use of a little prudence. But I am told you have changed your minds, and do not intend now to part with this country. And, although I know you have received such advice from many who fain would have you consider them as your exclusive friends, still I do not believe that you are so blind to your true interest as to follow such advisers, who cannot, if they would, supply your wants, but whose only aim is to deceive, that they may yet a little longer rob you of the little you, from time to time, accumulate by the chase. On the other hand, I have never deceived you, and you know it; and am again sent, as your friend, to obtain that from you which is of no manner of use to yourselves, and which the whites will soon deprive you of, right or wrong, and am ready to give you for it what you cannot otherwise obtain, or long exist without, in this or any other country. I am instructed to deal liberally with you, which coincides with my own feelings and wishes. Brothers, I am done; my business is stated; I await your answer.”

Reply by Tsauninot.

“Brothers: We salute you, and, through you, our great father, who has sent you again with words of comfort to us. We are in great want, and have been expecting you to bring us relief; for you told us, before you departed last fall, that you had no doubt our great father would treat with us for our country, and would supply us with things of much more value to us than these lands, which yield no game. Our chief is now absent with a hunting party, and we have not been able to find him; but he told us if you came before his return, to say for him that he gave his consent to whatever we might agree to, and would never hereafter make any objection to its fulfilment. It is true that we have been advised by many not to make a treaty at all; that we would be cheated out of our land, and then driven away like dogs; and we have been promised a great deal if we would refuse to meet you in council. But we have placed no reliance on the advice and promises of these men, because we know what they want, and what they will do; and we have warned our people, from time to time, not to heed such tales, but wait and see what our great father would do for us. We now know his wishes, and believe he will deal justly with us. We will therefore go and consult together, and let you know to-morrow morning what we are willing to do.”

The council adjourned accordingly. I then exhibited samples of the goods intended for them, in the event of our agreeing to a treaty. In the evening I distributed presents, and informed them they were tokens of friendship, which had nothing to do with the bargain we might make for their land, and before we should part I would make them further presents.

June 27.—The council convened at 10 o'clock A. M., and Tsauninot proceeded:

“Brother: We have stated to our people the wish of our great father, as expressed by you to us yesterday, and that you had brought a great

many rifles, and powder and lead in abundance, axes, tomahawks, knives, and flints, blankets, cloths, and calicoes, and beads and shawls, and, indeed, every thing we are so much in want of; all of which you would give to us, at once, if we would deliver up this country to the white people. They hung down their heads and were sorrowful. Then our head chief, Tarshar, rose and said:

“*My Children*: For what do you mourn? Are you not starving in the midst of this land? And do you not travel far from it in quest of food? The game we live on is going further off, and the white man is coming near to us; and is not our condition getting worse daily? Then why lament for the loss of that which yields us nothing but misery? Let us be wise, then, and get all we can for it, and not wait till the white man steals it away, little by little, and then gives us nothing. This is my advice; if you think it good, rise up and dance the corn dance,* but if bad, let not the drum be beaten to-night, and we will depart for our homes to-morrow.”

“He ceased; and, after a short pause, they all sprang to their feet with cries of satisfaction, and proceeded to perform the dance with unusual animation.

“We are now at liberty, and willing to make a treaty; but we cannot sell all the lands in the boundaries of our territory on this side of the line you mentioned, because we gave, many years ago, to our great friend, François Grappe, and to his three sons, then born, four leagues of land in the southeast corner of our territory, bordering on the Red river. And we have given to Larkin Edwards, our best friend since the death of Grappe, one mile of land, to be taken wherever he may choose. He never sends the red men from his door hungry. He is old and feeble, and has no means now to live as formerly, when our great father paid him to talk for us.”

I then put the following queries to them:

Who among you were present at Natchitoches, before the Spanish authority, and consented to this gift of land to Grappe and his sons?

The following members of the council answered they were, namely: Tarshar, Tsauninot, Tennehinun, Oat, Kianhoon, Ossinse, Hiahidock, Kardy, Aach, Tiatesun, and Chowabah.

What had he done to entitle him so much to your friendship and favor?

Answer by Tarshar. His father was a Frenchman, who lived with us many years, and married one of our women, by whom he had François. Some time after he left us, and took his son away with him. But his son returned, when he had grown to manhood, and lived with us many years. He was our interpreter with the French and Spaniards, and afterwards with the Americans, while the agent resided at Natchitoches. He was wise and good, and always the Caddoes' best friend. It was all we could do to show our friendship for him and his children.

Why give so much to them and so little to Mr. Edwards?

Answer by the same. Because the Spaniards never gave less than one league to an individual, and Mr. Edwards asked for no more than one mile.

I have asked these questions because your great father and his head men are opposed to Indian reservations, as there are always bad men seeking every opportunity to cheat the Indian out of every thing he possesses. But I will state your wishes, in these particulars, in such a form that, if they are not approved of, they may not effect our main bargain, I am ready now to hear the

* The corn dance among the Caddoes denotes plenty and contentment.

price you ask for your land, and the mode of payment that will please you best.

Tsauninot replied: We expect that you will make us an offer, as we know not how to fix a price.

After a pause, and some conversation among themselves, he said that the Caddoes had been advised to ask two hundred dollars a mile; one hundred in money, and the other in goods.

I stated such a proposition could not be complied with at the present time, as the number of miles could not be ascertained till the Mexican line was run and the lands measured; that I wished to fix on a round sum for their whole country on this side of the Mexican line; let the quantity of land be small or great; and that they would also make up their minds as to the time they will remove from it. And to give them time to deliberate, I proposed that the council adjourn till Monday morning; whereupon the adjournment was so made.

At 4 o'clock P. M. Capt. Thomas J. Harrison, of the 3d regiment of United States infantry, arrived at the treaty ground with a detachment of troops, consisting of two subalterns, an acting surgeon, and about fifty rank and file.

June 28.—There being white men found this morning within the Indian encampment, under suspicious circumstances, they were warned to depart forthwith, and Capt. Harrison was directed to post a chain of sentinels, so as to guard the same from all intrusion of the whites, without a pass signed by the commissioner. A white man, named François Bark, was arrested soon after, but discharged on his parole d'honneur that he would immediately depart, and not return among the Indians while engaged in the treaty.

[NOTE.—François Bark is an old Frenchman, who has spent the greater part of his life with the Caddoes, but not to their benefit, and is very hostile to the Anglo-Americans.]

June 29.—The council was opened at 10 o'clock A. M., when Tsauninot said that they had decided on hearing a proposition from me.

As I had anticipated such a decision, I said that I had fixed on a proposition, and would state it to them at once. In the first place, I recapitulated their boundary lines, and the present uncertainty where the Mexican line would cross from the Sabine to the Red river, which might greatly enlarge or diminish our present mutual opinions of the quantity of land within the same. But the understanding between us is, that, be the quantity what it may, when the line defining it shall be established by competent authority we now contract for and embrace it all, and for every part of your land contained within the boundaries as before stated; and you agree to remove, at your own expense, out of the United States. In consideration of your cession of land, and removal from it, the United States promise to pay you \$80,000; \$30,000 in goods and horses, and (as soon after signing the treaty as practicable) \$10,000 per annum, from the 1st day of September next, for the period of five years, to be paid in money or goods, as you may now or hereafter think proper to direct. This proposition is founded on my knowledge of your country, and your peculiar condition in relation to your localities and necessities, and with my present ability to fulfil; and now I assure you that I consider it not only liberal, but generous towards you, under existing circumstances. And, that you may consider the whole proposition well, I will await your decision till to-morrow. The council adjourned accordingly.

June 30.—The day being stormy and the commissioners unwell, business was deferred until the next day.

July 1.—The council was convened at 10 o'clock A. M. Whereupon Tarshar arose and said :

"Brother : We have considered well your proposition, and have all consented to accept it. We will leave the country within one year from this time ; and, as we may live some distance from this country, we will want to appoint some person to receive our annuities for us, to do with it as we may from time to time direct. We therefore desire that it may be stipulated to pay our annuities in money. This is all we have to say. We are ready to sign our names to a treaty to that effect."

Replied :

"Brothers : I am very glad that we have agreed so well throughout, and that the negotiation has come to so speedy and satisfactory a termination. I will have the treaty ready for signing at 4 o'clock this afternoon, to which time we will now adjourn." Adjourned.

July 1.—At 4 o'clock P. M. the council assembled, and the interpreter proceeded to translate the treaty and supplementary treaty into the Caddo language. After he had finished, I asked each member of the council, separately, if he understood the interpreter clearly, and if he was ready to sanction it by signing his name ; all of which being answered in the affirmative, the formality of signing was then gone through with, in the presence of the subscribing witnesses. After the pipe was again passed round, and congratulations exchanged on having closed the treaty, we shook hands and separated in friendship. The troops were then discharged from further duty at the treaty ground.

July 2.—At 8 o'clock A. M. the troops departed on their return to Fort Jesup. At 10 o'clock A. M. I distributed the residue of the presents ; and, as the day threatened to be showery, the delivery of the goods was postponed by the request of the chiefs.

July 3.—Proceeded to deliver to the chiefs and head men of the Caddo nation all the goods and horses, as per invoice, amounting to thirty thousand dollars, in compliance with the third article of the treaty, in the presence of the subscribing witnesses. The goods were again put into the storehouse, for the purpose of enabling the chiefs to make such a distribution as would place in the hands of the different families their own, and the respective shares of their absent friends, for transportation to their villages.

As each was to receive his proportion of every kind of goods, and the weather continued showery, the division and distribution was not completed until the 10th day of July, on which day I made the last issue of provisions ; after which the chiefs took a final leave of me, and all departed. On the same day I discharged the interpreter.

The Indians, generally, expressed great satisfaction with every thing they received, and with the whole proceeding, from the beginning to the ending. None went away dissatisfied.

J. BROOKS, *Commissioner.*

HOUSE OF REPRESENTATIVES, *February 18, 1836.*

SIR : In the investigation of several claims now before the Committee on Private Land Claims, it has become necessary to obtain as definite information as can be had as to the rights which the Caddo Indians had in

the State of Louisiana. With a view of obtaining as much and as authentic information as possible, I now address you, knowing the opportunities you have had, and improved, of becoming acquainted with the rights and situation of the Indians, generally; also, supposing that some information might be procured from the files of the War Department relative to the rights allowed the Indians to the soil by the Spanish Government during the time it exercised the rights of sovereignty over the territory now comprised within the limits of the State of Louisiana.

I shall therefore be much obliged to you for answers to the questions I shall propose, and for such information as it is in your power to give, or such suggestions and remarks as you may think proper to make.

First. Has the United States, since the cession of the territory now forming the State of Louisiana, ever admitted the rights of the Indians to any portion of the soil to be more extensive, or allowed them greater privileges than they enjoyed under the Government of Spain previous to the cession?

Second. What right to the soil had the Indians in Louisiana under the Spanish Government, and what quantity were they considered entitled to hold possession of? Have you ever known any instance in which their right to more than one league square around the village they inhabited was recognised? If you have, please to state it, and the circumstances under which the right was allowed.

Third. Did the Spanish Government, previous to the cession of Louisiana, or the United States since, ever allow or recognise the Caddo Indians as possessing or entitled to exercise any higher or more extensive rights to the soil within the limits of the State of Louisiana than were permitted or allowed to other Indians within those limits? If they did, be pleased to state what distinctions were made, and the causes of or reasons for making such distinctions.

Fourth. Has the Government of the United States ever admitted the right of the Caddo Indians to any extent of territory within the limits of the State of Louisiana? If it has, to what extent?

Fifth. Has the United States ever admitted or recognised any bounding line as existing in the State of Louisiana, between the lands belonging to them or individuals and the territory occupied by the Caddo Indians? If any such line has ever been recognised, be pleased to inform me of the point or points of departure and its direction.

Sixth. In making the treaty or convention that was concluded with the Caddo Indians during the past summer, was it ever intended, on the part of the United States, to recognise or admit as existing in those Indians any greater rights to the soil than they were allowed by Spain, or were possessed by other Indians in Louisiana, or acknowledge any existing boundary between the lands of the States or of individuals and those Indians? On the contrary, was it not specially denied that those Indians had any right in the soil or to a boundary, but as they were on the land, and had long been, with the assent, expressed or implied, of the United States, it was thought most politic in the then existing state of our Indian relations, to extinguish, by purchase, the pretended claim they set up? Be pleased to state as fully as you feel authorized, the causes and motives that induced the conclusion of that treaty or convention.

I am aware that the answers to the questions I have proposed will give you some trouble, but I know you will not think me too inquisitive or trou-

blesome when I assure you a number of my constituents have considerable interests that are to be affected, and the rights of the United States are also involved.

Your earliest attention to the subject will very much oblige me, as upon the information obtained will, in a great measure, depend the character of the report which the committee will make.

Very respectfully, your obedient servant,

R. GARLAND.

Hon. LEWIS CASS, *Secretary of War.*

WAR DEPARTMENT, *March 17, 1836.*

SIR: I have been prevented, by circumstances with which I need not trouble you, from answering at an earlier period your letter of the 18th ultimo.

I am unable to give you full information on the subject of the relations which existed between the Spanish Government in Louisiana and the Caddo Indians. The matter was brought before the Department last year, and I then endeavored to procure all the necessary facts concerning it; but I was not successful, and I am therefore able to give you but partial answers to the questions propounded by you. The files of the Department contain nothing satisfactory on the subject.

I cannot find that the Government of the United States has ever recognised any claim of the Caddo Indians to a definite portion of the State of Louisiana, and my impression is that no country was actually assigned to them by the Spanish Government. And this impression is confirmed by the fact, as I understand it, that settlements have been made, and claims acquired by white persons, without any regard to definite boundaries.

In answer to your first question, I would remark that I know of no case in which the United States, succeeding to the rights of the Spanish Government, have allowed to the Indians more extensive privileges in the State of Louisiana than they possessed before its cession.

Your second question I cannot answer, as I am not sufficiently conversant with the laws and usages of the Spanish Government on the subject of their relations with the Indians. I would observe, however, that I believe the French Government practically asserted a right, at all times, to take such portions of the Indian country within its general jurisdiction as it required, leaving to the Indians a possessory use of the remainder.

So much of your third question as relates to the Spanish Government, I have not the means of answering. And so much as relates to the American Government, I have already answered.

The other questions you propose, I will proceed briefly to consider together.

The Caddo Indians were found in that part of the province of Louisiana where they now reside, at the time of its cession to the United States. I am under the impression that they were permitted to remain there by the Spanish Government, without any assignment of any particular district to them, and without the establishment of definite boundaries. Nor can I ascertain that, since the cession, there has been any specific recognition of their claim.

When the appropriation was last year made for holding a treaty with these Indians, the question respecting their rights came before me for consideration. It was found, on examination, that there were no documents showing any portion of the country to which they were actually entitled. The commissioner, therefore, was instructed to procure from them a cession of their right of occupation of the district in which they resided. I enclose an extract from so much of the instructions from this Department to the commissioner who negotiated that treaty as relates to this matter. You will see by it that the result of my inquiries led me to the belief that they did not hold the land by the usual Indian title, but that they had been merely permitted to live upon it. Your statement of the policy of treating with these Indians, so far as the question was before me, is correct. It was certainly better to treat with them amicably, and to purchase out their permissory right, rather than to expel them by force.

Very, &c.

LEWIS CASS.

Hon. RICE GARLAND, *Ho. of Reps.*

Received of Jehiel Brooks, agent for the Caddo nation of Indians, the following goods, wares, and mercandise, in full of their annuity from the United States, for the year ending on the 1st day of September, 1837, as per treaty of July, 1835:

Articles.	Amount.	Total.
164 Mackinaw blankets, at \$5 50 - -	\$902 00	
188 yards sand list cloth, at \$5 - -	940 00	
1,169 yards broad sheeting, at 2 shillings - -	292 25	
499 yards blue prints, at 31 cents - -	154 69	
510 yards 4-4 plaid domestics, at 3 shillings - -	193 80	
81 dark chintz shawls, at 90 cents - -	72 90	
198 dark chintz shawls, at 10 shillings - -	247 50	
20 gross binding, at 12 shillings - -	30 00	
		\$2,933 14
		(100 00)
		(2,833 14)
10 lbs. bro. thread, at 16 shillings - -	20 00	
10½ lbs. chem. vermilion, at \$5 - -	52 50	
600 lbs. rifle powder, at 6 shillings - -	450 00	
1,800 bars lead - - - -	216 00	
50 sets shell moons, at \$4 - -	200 00	
240 scalping knives, at 3 shillings - -	91 20	
120 spear points, at 45 cents - -	54 00	
120 spear points, at 60 cents - -	72 00	
12 silver spear points, at \$4 - -	48 00	
360 strings glass beads, at 10 cents - -	36 00	
600 strings crystal beads, at 10 cents - -	60 00	
		1,299 70

STATEMENT—Continued.

Articles.	Amount.	Total.
20 masses bro. cut garnet, at \$5	\$100 00	
50 barley corn, at \$8	400 00	
25 packs hams, 2 bills, at 16 shillings	50 00	
4 thousand Hemming's needles, at \$4	16 00	
5 thousand oil rifle gun flints, at \$10	50 00	
12 dozen feathers, at \$6	72 00	
24 dozen coarse and fine combs, at \$3	72 00	
50 brass mounted rifles, at \$35	1,750 00	
2,000 pair large ear bobs, at 4 shillings	1,000 00	
1,000 pair small ear bobs, at 3 shillings	380 00	\$3,890 00
20 pierced broaches, at \$3	60 00	
20 pierced broaches, at 12 shillings	30 00	
150 pierced broaches, at 8 shillings	150 00	
600 common broaches, at 2 shillings	150 00	
150 pierced broaches, at 6 shillings	112 50	
1,000 common broaches, at 10 cents	100 00	
200 fish eyed broaches, at 20 cents	40 00	
600 fish eyed broaches, at 14 cents	84 00	726 00
10 sets gorgets, at \$15	150 00	
10 sets moons, at \$16	160 00	
3 pair arm bands, at \$10	30 00	
20 pair arm bands, at \$7	140 00	
3 wrist bands, at \$4	12 00	
40 wrist bands, at \$3	120 00	
3 heat bands, at \$7	21 00	633 00
30 heat bands, at \$5	150 00	
3 head bands, at \$6	18 00	
20 head bands, at \$4 50	90 00	
30 pairs ear wheels, at 16 shillings	60 00	
150 embossed broaches, at 8 shillings	150 00	
100 hair pipes, at 12 shillings	150 00	618 00
Error	-	50
Deduct error as above of	-	10,100 34 100 00
The true amount	-	10,000 34
Total	-	10,099 84

TARSHAR, his + mark.

TRANUNHIN, his + mark.

In presence of J. C. McLEOD, Y. R. HARRIS, and JOHN W. EDWARDS.

I certify, on honor, that the above and foregoing is a correct list of the goods, wares, and merchandise, furnished the Caddo Indians by Colonel J. Brooks, their late agent, in payment of their annuity of ten thousand dollars, for the year ending 1st September, 1837; and that the prices set opposite the several articles are those which were on the invoices left with me by Colonel Brooks. I further certify that the goods, wares, and merchandise above named, were delivered by me to the Caddo Indians, in accordance with the instructions from Colonel Brooks.

J. C. McLEOD.

SHREVEPORT, LOUISIANA, *April 20, 1839.*

Remark: The year for which I paid the Caddo annuity terminated on the 1st September, 1836, instead of 1837, as above stated.

J. BROOKS.

Caddo Indians to C. A. Sewall, & Co., Dr.

Date.	Articles.	Amount.	Total.
1838.			
Sept. 29	For 4 fur hats, at \$10 - - - - -	\$40 00	
	2 bottles whiskey - - - - -	25	
	2 bottles whiskey - - - - -	58	
Sept. 30	2 frying pans, at 4 shillings - - - - -	1 00	
	7½ pounds brass kettle, at 10 shillings - - - - -	9 37	
	4 tin cups; 34 sugars - - - - -	6 36	
	1 barrel flour, at \$16; 17 bottles whiskey, at 3 shillings - - - - -	22 38	
			\$79 94
Nov. 6	1 bed cord; 8 pounds pork, at 16 cents - - - - -	13 55	
	100 pounds corn; 1 bed cord, at 6½ cents - - - - -	3 75	
	200 pounds pork, at 16 cents; 200 pounds flour at 10 cts. - - - - -	52 00	
	1 barrel beans - - - - -	16 00	
	F. calico - - - - -	8 00	
	2 yards red flannel, at 6 shillings - - - - -	1 50	
	6 pounds brown sugar; coffee, 2 shillings - - - - -	1 25	
			96 05
	Tobacco, 6 shillings; 2 bills, at 8 shillings - - - - -	2 75	
	192 pounds beef, \$24; 2 flasks whiskey, at 3 shillings - - - - -	24 75	
	2 bottles whiskey, at 3 shillings; pair shoes, \$1 37 - - - - -	2 13	
	1 pair shoes, 24 shillings; 2 blanket coats, at \$15 - - - - -	38 00	
	3 bottles whiskey, at 3 shillings - - - - -	1 13	
	4 soup plates, at 2 shillings - - - - -	1 00	
	294 pounds brown sugar - - - - -	49 98	
	1 cup and saucer - - - - -	12	
	1 quart whiskey, 3 shillings; 17 yards calico - - - - -	15 25	
			130 11
	12 yards domestic - - - - -	5 25	
	2 shawls, at \$3; sett knives and forks, 12 shillings - - - - -	7 50	
	200 pounds pork, at 16 cents; 200 pounds flour, at 10 cts. - - - - -	52 00	
	2½ bushels corn, at \$1 50 - - - - -	3 75	
	1 tin cup, 2 shillings; 8 pair castings. - - - - -		
	5 bottles whiskey, at 3 shillings; cash, 8 shillings - - - - -	2 88	
	1 pair brogans, at 16 shillings; 238 pounds beef, \$29 75 - - - - -	31 75	
	163 pounds beef, at \$20 37; 2 combs, at 7 shillings - - - - -	22 13	
	2 horn combs, at 5 shillings; paid Smyth \$69 11 - - - - -	69 36	
			194 62
	Paid Joseph Valentin - - - - -	79 00	

STATEMENT—Continued.

Date.	Articles.	Amount.	Total.
1838.			
Oct. 12	Paid Francisco this amount - - - -	\$20 00	
	For 4 bottles whiskey, at 3 shillings; 3 bottles whiskey, at 3 shillings - - - -	2 62	
	33 pounds beef, \$4 13; 3 bottles whiskey, at 3 shillings - - - -	5 25	
	42 bottles whiskey, at 3 shillings, from 14th to 20th - - - -	15 75	
	2 flasks whiskey, at 3 shillings; pumpkins, 16 shillings - - - -	3 00	
	361 pounds beef; 200 pounds flour - - - -	65 13	
	127 pounds corn \$3; $\frac{1}{2}$ gallon whiskey, 12 shillings - - - -	4 56	
	1 pound tobacco, 6 shillings; 1 pair scissors, 6 shillings - - - -	1 50	
			\$196 81
	400 pounds flour, at 10 cents - - - -	40 00	
	200 pounds pork, at 16 cents; 2 sacks corn, \$8 76 - - - -	40 76	
	3 pounds tobacco, at 6 shillings; 1 cotton shirt, \$4 - - - -	6 25	
	840 lbs. beef, \$105; 40 $\frac{1}{2}$ yards ticking, at 5 shillings - - - -	130 31	
	Paid Jno. Graves \$60; 14 yards ticking, at 5 shillings - - - -	68 75	
	811 pounds beef, \$101 38; 1 pair brogans, 20 shillings - - - -	103 88	
	1 calico shirt, \$3 50; 1 pound tobacco, at 8 shillings - - - -	4 50	
	4 $\frac{1}{2}$ pounds brass kettle, at 10 shillings - - - -	5 63	
			400 08
Oct. 21	420 pounds beef, \$52 50; 2 seives, at 8 shillings - - - -	54 50	
	141 yds. calico, at 5 shillings; 158 yds. calico, at 4 shillings - - - -	167 12	
	179 $\frac{1}{2}$ yards calico, at 3 shillings; 194 yards calico, at 3 shillings and 6 pence - - - -	152 76	
	982 $\frac{1}{2}$ yards calico, at 3 shillings and 6 pence; 75 yards domestic, at 4 shillings - - - -	567 39	
	3 pair pistols, at \$35; 3 pair pistols, at \$30 - - - -	195 00	
	1 pair pistols, \$40; 2 rifles, at \$40 - - - -	120 00	
	1 rifle, \$25; 5 rifles, at \$30 - - - -	175 00	
	1 rifle, at \$30; 1 rifle, at \$35 - - - -	65 00	
	1 rifle, \$20; 130 yards Lowells, at 2 shillings and 6 pence - - - -	60 63	
			1,557 40
	81 $\frac{1}{2}$ yards ticking, at 5 shillings; 62 yards ticking, at 4 shillings - - - -	81 92	
	140 yards domestic, at 3 shillings; 614 $\frac{1}{2}$ yards plaid domestic, at 2 shillings and 6 pence - - - -	244 52	
	1 dozen looking glasses - - - -	18 00	
	4 looking glasses, at 16 shillings - - - -	8 00	
	98 balls thread, at 1 shilling - - - -	12 25	
	160 balls thread, at 1 shilling - - - -	20 00	
	4 thousand needles, at \$5; 17 combs, at 5 shillings - - - -	30 62	
	35 combs, at 6 shillings; 19 combs - - - -	35 75	
	23 fine iron combs, at 6 shillings - - - -	17 25	
	35 fine iron combs, at 5 shillings - - - -	21 87	
	17 fine iron combs, at 3 shillings and 6 pence - - - -	7 43	
	37 fine iron combs, at 2 shillings - - - -	9 25	
	4 pair saddle bags, at \$5 - - - -	20 00	
	6 pair saddle bags, at \$6 - - - -	36 00	
	3 pair saddle bags, at \$7 - - - -	21 00	
	21 pair scissors, at 6 shillings; 3 pair scissors, at 8 shillings - - - -	18 75	
	13 pair scissors, at 6 shillings; 4 pair scissors, at 4 shillings - - - -	11 75	
	11 pair scissors, at 3 shillings; 14 pair scissors, at 4 shillings - - - -	11 12	
			174 42
Oct. 22	24 coffee pots, at 10 shillings; 47 tin cups, at 1 shilling - - - -	35 87	
	24 tin buckets, at 5 shillings - - - -	15 00	
	132 tin buckets, at 2 shillings - - - -	33 00	
	100 iron spoons, at 6 pence - - - -	6 25	
	68 pocket knives, at 6 shillings - - - -	51 00	
	14 pocket knives, at 12 shillings - - - -	21 00	
	2 pocket knives, at 8 shillings - - - -	2 00	

STATEMENT—Continued.

Date.	Articles.	Amount.	Total.
1838.			
Oct 22	For 10 razors, at 8 shillings; 6 pair strap leathers, at 10 shillings	\$17 50	
	15 pair stirrup irons, at 20 shillings - - -	37 50	
			\$219 12
	21 hatchets, at 12 shillings; 128 lbs. coffee, at 2 shillings	63 50	
	400 lbs. flour, at 10 cents; 200 lbs. pork, at 16 cents -	72 00	
	186 pounds brass kettle, at 10 shillings - -	232 50	
	8½ yards strouding, at \$6 50 - - - -	56 87	
	23 yards black strouding, at \$4; 5 pair shoes, at 12 shillings	99 50	
	2 pair brogans, at 14 shillings; 2 pair shoes, at 16 shillings	7 50	
	14 pair brogans, at 18 shillings; 3 pair shoes, at 20 shillings	39 00	
			570 87
	15 blanket coats, at \$15 - - - -	225 00	
	2 clocks, at \$25 - - - -	50 00	
	4 saddles, at \$10; 7 saddles at \$15 - - -	145 00	
	4 saddles, at \$20; 8 bridles, at 12 shillings -	92 00	
	9 bridles, at \$4; 8 bridles, at 12 shillings -	43 50	
	20 bottles whiskey, at 3 shillings - - -	7 50	
	3 pair brogans, at 20 shillings; 1 pair shoes, 16 shillings	9 50	
	4½ gallons whiskey, at 12 shillings - -	6 37	
	30 bottles whiskey, at 3 shillings - - -	11 25	
	1 gallon whiskey, 12 shillings; 130 yards Lowells, at 2 shillings 6 pence - - -	42 13	
	20 seives, at 8 shillings; 266 pounds beef, \$33 25 -	53 25	
	3 pair shoes, at 16 shillings; 3 pair hose, at 6 shillings -	8 50	
	146 pounds tobacco, at 8 shillings; 95 pair shoes	359 75	
	11 pair children's shoes, at 10 shillings -	13 75	
	10 pair boys' shoes, at 16 shillings - - -	20 00	
	1 silk handkerchief, \$3 50; 1 piece riband, 8 shillings -	4 50	
	10 pounds pork, at 16 cents; 2 saddles, at \$30 -	61 60	
			574 73
	2 women's saddles, at \$25 - - - -	50 00	
	8 yards gingham, 8 shillings - - - -	8 00	
	400 lbs. pork, at 16 cents; 200 lbs. flour, at 10 cents -	84 00	
	660 pounds corn, at 3 cents; cash, 10 shillings -	21 80	
	1 pair prunella shoes - - - -	2 50	
	1 gun lock, 20 shillings; 8 yards muslin, at 6 shillings -	8 50	
	9 yds. prints, at 6 shillings; 4½ yds. riband, at 5 shillings	9 50	
	8 yds. calico, at 5 shillings; 9 yds. gingham, at 4 shillings	11 93	
			205 73
	8 yards painted muslin, at 7 shillings - - -	7 00	
	3 large bowls, at 12 shillings - - - -	4 50	
	1 rifle, \$35; 1 axe, 24 shillings; 3 axes, at 24 shillings	47 00	
	1 wide girt, 20 shillings; surcingle, 10 shillings -	3 75	
	Paid L. Edwards - - - -	50 00	
	7 bottles whiskey, at 3 shillings; 1 pair pistols, \$30 -	32 62	
	2 powder flasks, at 8 shillings, and 16 shillings -	3 00	
	1 sack salt, \$10; 7 gallons whiskey, at 12 shillings -	20 50	
			168 37
	1,266 pounds beef, \$158 25; 2 pair stirrups, at \$3 -	164 25	
	1 gun lock, 24 shillings; 1 pair pistols, \$40 -	43 00	
	8 pounds sugar, 4 shillings; 1 pound tobacco, 12 shillings	2 00	
	Paid Robert Potter \$200; pistols, \$17 50 -	217 50	
	1 pair saddle bags - - - -	5 00	
	1 barrel beef, \$20; 253 pounds corn, \$7 59 -	27 59	
	100 pounds crackers; 1 yard domestic, at 4 shillings	10 50	
	570 pounds beef - - - -	71 25	
			541 09
Oct -	24 yards flannel, at 6 shillings; 1 pair boots, \$9 -	27 00	
	1 pair socks, 8 shillings; powder flask, 20 shillings -	3 50	

STATEMENT—Continued.

Date.	Articles.	Amount.	Total.
1838.			
Oct. —	For 1 pair shoes, 16 shillings; 1 fur hat, \$10 - -	\$12 00	
	158 pounds corn, \$4 74; 2 vests, at \$8 - -	20 74	
Nov. 8	5 pounds tobacco, at 12 shillings; 1 vest, \$7 50 -	15 00	
	6 pounds sugar, 8 shillings; 1 pocket book, 12 shillings -	2 50	
	1 bunch lines, 3 shillings; 66 pounds pork, at 10 cents -	10 93	
	18 pounds sugar, 20 shillings; 1 coffee mill, 10 shillings -	3 75	
	1 currycomb, 3 shillings; 1 pound spice, 3 shillings -	75	
Dec. 1	6 lbs. sugar, 8 shillings; 2 bushels corn, at 12 shillings -	4 00	
	1 pair brogans, \$3; 1 blanket coat, \$15 - -	18 00	
			\$118 17
	Paid ferriage this amount - - - -	2 00	
	Paid John McAlpin for horse - - - -	100 00	
	8½ pounds shot, at 6 shillings; paid F. D. Price \$25 -	26 60	
	1 bottle brandy, 8 shillings; 5 bottles brandy, at 8 shillings -	6 00	
	6 bottles brandy, at 8 shillings - - - -	6 00	
	1 b'tle champagne brandy, 12 shillings; brandy, 6 shillings -	2 25	
	1 bottle champagne brandy, 8 shillings; 1 oven, 16 shillings -	3 00	
	1 port, 16 shillings; 5 bottles brandy, at 8 shillings -	7 00	
	2 bottles brandy, at 8 shillings; 1 bottle gin, 8 shillings -	3 00	
	3 bottles whiskey - - - - -	1 87	
	1 bottle gin, 8 shillings; 1 bottle gin, 8 shillings -	2 00	
			159 72
	2 bottles whiskey, at 8 shillings; flour, 20 shillings -	4 50	
	½ gallon gin, 16 shillings; 2 bottles gin, at 8 shillings -	3 00	
	Brandy, 24 shillings; 1 bottle brandy, 16 shillings -	5 00	
	2 bottles gin, at 8 shillings - - - -	2 00	
1839	Paid for recording deed - - - - -	8 00	
	1 butcher knife, 10 shillings; 20 lbs. castings, at 1 shilling -	3 75	
	76 pounds pork, \$12 16; paid for beans, \$60 - -	72 16	
	2 dishes, at 12 shillings; 1 bottle gin, 8 shillings -	4 00	
	Cash paid chief, \$8; 2 bottles gin, at 8 shillings -	10 00	
	Paid chief \$5; 2 bottles brandy, at 8 shillings - -	7 00	
	1 gallon brandy - - - - -	3 00	
	1 gallon gin, \$2; 3 bottles brandy, at 10 shillings -	5 75	
			128 16
	1 gallon gin, \$3; 1 pair shoes, \$2 - - - -	5 00	
	2 bottles gin, at 8 shillings; 2 bottles gin, at 8 shillings -	7 00	
	1 bottle brandy, 16 shillings; 3 bottles gin, at 8 shillings -	5 00	
	1 bottle gin, \$3; 1 bottle gin, 8 shillings - -	4 00	
	1 bushel salt, \$3; 1 bottle gin, 8 shillings - -	4 00	
	2 bottles gin, at 8 shillings; 1 bottle brandy, 8 shillings -	3 00	
	2 barrels flour, at \$10 - - - - -	20 00	
	Paid Scott, in cash, for his claim - - - -	3,803 69	
	1½ gallon gin, \$4; 3 bottles gin, \$7 - - - -	11 00	
	2 barrels potatoes, at \$7 - - - - -	14 00	
	1 keg tard - - - - -	10 00	
			3,886 69
	12 yards plaid domestic, at 1 shilling and 6 pence -	2 25	
	Paid chief in merchandise - - - - -	40 00	
Feb. 14	Merchandise sold chief this date - - - -	1,760 94	
15	Do do - - - - -	227 00	
	Do do - - - - -	83 00	
16	Do do - - - - -	14 00	
	Do do - - - - -	5 25	
	3 bottles brandy, at 16 shillings - - - -	6 00	
	Paid Johnson for ferriage - - - - -	40 25	
			2,178 69
	4 bottles gin, at 8 shillings; 1 bottle gin, 8 shillings -	5 00	
	Sugar, 8 shillings; 1 rifle gun, \$50 - - - -	57 00	

STATEMENT—Continued.

Date.	Articles.	Amount.	Total.
1839.			
Feb. 16	Paid ferriage, 14 shillings; 6 bushels corn, at 12 shillings -	\$10 75	
	For 3 bushels corn, at 12 shillings -	4 50	
	2 bottles gin, at 8 shillings; 1 bottle gin, 8 shillings -	3 00	
	12 yards Lowells, at 2 shillings -	3 00	
	2 bottles gin, at 8 shillings; 2 bottles gin, 8 shillings -	5 00	
	1 bottle gin, 8 shillings; ferriage, \$1 87 -	2 87	\$85 12
			12,695 82
	Paid Mr. Littlejohn, per order -	-	903 50
	Paid Fust and Cushman's fee for drawing writings -	-	50 00
			13,649 32